

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

TOWN BOARD PUBLIC MEETING AGENDA

Monday, May 14, 2018

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. SWEARING IN OF POLICE OFFICER**
- 7. DEPARTMENT HEADS REPORTS**
- 8. RECREATION:**
 - A. Orange County Dial a Bus Agreement Resolution
 - B. Approval to Hire Part Time Clerk for Dial A Bus
- 9. FRIENDS OF SENIORS: Amended Service Agreement**
- 10. ENGINEERING:**
 - A. Chadwick Lake Filter Plant:
 1. Proposal to Update Spill Prevention Plan
 2. Proposal for Chadwick Lake Filter Plant (CLFP) Resiliency Improvements
 3. Budget Transfer
 - B. Chadwick Lake Dam: Proposal for Safety Assessment Inspection
 - C. Budget Transfer for the Roseton Sewer District
- 11. AGRICULTURAL DISTRICT APPLICATION: Section 34-1-25.2**
- 12. ANIMAL CONTROL:**
 - A. T-94 Withdrawal Flannery Animal Hospital
 - B. T-94 Withdrawal Newburgh Veterinary Hospital
 - C. Schedule Public Hearing for Local Law
- 13. FEES: Resolution Scheduling Public Hearing on Local Law Electronic Messaging Display Signs**
- 14. HIGHWAY DEPARTMENT: Purchase of Truck Body and Plow**
- 15. ACCOUNTING: Opening New York Cooperative Liquid Assets Securities Systems (NYCLASS) Account**
- 16. TOWN CLERK: Road Name (Woodman Lane)**
- 17. POLICE: Approval to Hire Two New Police Officers**
- 18. ANNOUNCEMENTS**
- 19. PUBLIC COMMENTS**
- 20. ADJOURNMENT**



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

6

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board
Ron Clum, Accountant

From: Charlene M Black, Personnel

Date: April 4th, 2018

Re: Part time Police Officer – Frank Dedrick

to be sworn in (all)

Please find attached a letter from Chief Campbell requesting the approval to hire Frank Dedrick as a part time Police Officer. Approval will be pending the outcome of their physicals, drug and alcohol testing, fingerprints and completion of all paperwork. Thank you in advance for your time in this matter.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

April 3, 2018

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

I am requesting authorization to hire Frank Dedrick as a part-time police officer at a rate of \$25.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. A full background check has been completed on Mr. Dedrick and I am requesting Mr. Dedrick receive a start date effective on or after April 19, 2018 pending results of his physical exam. This is a budgeted position that is currently vacant (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over a light blue horizontal line.

Donald B. Campbell
Chief of Police



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

MEMORANDUM

P: 845.562.9100
F: 845.562.9126

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

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio
M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF TOWN BOARD AUTHORIZING 2018-2019
AMENDMENT AND EXTENSION AGREEMENT IN
SUPPORT OF TRANSPORTATION SERVICES FOR THE
ELDERLY (CSE) PROGRAM
OUR FILE NO. 800.1(B)() (2011)

DATE: MAY 7, 2018

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

RESOLUTION OF TOWN BOARD AUTHORIZING 2018-2019 AMENDMENT AND EXTENSION AGREEMENT IN SUPPORT OF TRANSPORTATION SERVICES FOR THE ELDERLY (CSE) PROGRAM

Copies of the Amendment and Extension Agreement to the Agreement for Vendor Services with Orange County are also enclosed. The Amendment recites that the 2016-2017 Agreement provides for four (4) one year extensions at the County's election. This would be the second such extension. Please note that the amendment provides for an Orange County reimbursement to the Town of \$19,759. A Town contribution of \$5,421 and estimated voluntary contributions of \$1,800 from individuals who receive the services and that the Town bears the risk of voluntary contributions being lower.

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

MCT/sel
Enc.

cc: Town Clerk Andrew J. Zarutskie
Robert Petrillo, Commissioner of Parks, Recreation and Conservation (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

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 nd day of November, 2016 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paule I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING 2018-2019
AMENDMENT AND EXTENSION
AGREEMENT IN SUPPORT OF
TRANSPORTATION SERVICES FOR
THE ELDERLY ("CSE") PROGRAM
RFP-OFA01-16

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

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

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

WHEREAS, it is required by the County of Orange that the Town Board approve the 2018-19 Amendment and Extension Agreement ("Amendment #2") to the Agreement for Vendor Services (the "Agreement") in connection with transportation services under the Community Services for the Elderly (CSE) programs as agreed upon with the Orange County Office for the Aging, its form and manner of execution, and

WHEREAS, the Town Board previously approved a certain Amendment and Extension Agreement dated April 1, 2017 ("Amendment #1")

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Amendment and Extension Agreement ("Amendment #2") to the Agreement, as previously amended by Amendment #1, with the County of Orange in support of transportation services under the Community Services for the Elderly (CSE) program as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



OFFICE FOR THE AGING

Steven M. Neuhaus
County Executive

Ann Marie Maglione
Director

APR 12 2018

April 9, 2018

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

Dear Mr. Piaquadio:

Enclosed please find Amendment No. 2 to the 2016-2017 CSE contract to exercise renewal option No. 2. Please sign indicated and return the entire document to this office. A copy will be sent to you once it is fully executed.

A copy of the resolution permitting the Supervisor to enter into this Agreement must accompany the signed contract. Also, we need updated NYS Workers Compensation (expires 4/1/18) and NYS Disability insurance certificates to fully execute this contract. (Copies of certificates are enclosed.)

Should you have any questions regarding this contract, please feel free to contact me at (845) 615-3726.

Best regards,

Dina Sena
Fiscal Manager

Enclosure

AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement ("Amendment #2"), effective as of April 1, 2018 ("Effective Date") and as set forth herein, extends that certain Agreement for Vendor Services effective April 1, 2016 ("Agreement"), as previously amended and extended by that certain Amendment and Extension Agreement dated April 1, 2017 (Amendment #1), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County"), and **Town of Newburgh** a municipal corporation with principal offices at, 1496 Route 300, Newburgh, NY 12550, ("Vendor"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on February 26, 2016 seeking proposals for CSE Transportation Services ("RFP- OFA01-16");

WHEREAS, Vendor submitted a proposal dated March 14, 2016 in response to RFP-OFA01-16 ("Vendor's Proposal"), which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the CSE Senior Transportation Services identified in RFP-OFA01-16 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (1) year, commencing April 1, 2016 and ending on March 31, 2017 ("Initial Term");

WHEREAS, the Agreement provided for the renewal and extension thereof, for up to four (4) additional periods of one (1)-year each, at County's sole option;

WHEREAS, the Parties agreed by that certain Amendment and Extension Agreement dated April 1, 2017 (Amendment #1), agreed to renew and extend the Agreement for an additional period of one (1) year, commencing on April 1, 2017, at a cost not to exceed \$24,759;

WHEREAS, the Parties now desire to further renew and extend the Agreement upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #1 as if set forth at length herein.

2. The Agreement is hereby extended for an additional one (1)-year period, commencing on April 1, 2018 and ending on March 31, 2019 ("Renewal Term #2").

3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #2, which is March 31, 2019.

4. The not to exceed cost for Renewal Term #2, to be paid by the County to the Vendor for the Services, is \$19,759.00.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$69,277.00.

6. Schedule B to the Agreement is hereby modified to include and incorporate the annexed Schedule B-1, which sets forth the units, cost and total reimbursement for Services to be performed during the Renewal Term #2.

7. Except as modified by this Amendment #2, the Agreement, as previously modified by Amendment #1, remains unchanged and in full force and effect. The terms used in this Amendment #2, unless otherwise defined herein, shall have the meanings as set forth in the Agreement, as previously modified by Amendment #1. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, as previously modified by Amendment #1 the terms and conditions of this Amendment #2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #2 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

Town of Newburgh

By: _____
Name: Stefan ("Steven") M. Neuhaus
Title: County Executive

By: _____
Name: Gil Piaquadio
Title: Supervisor

DATE: _____

DATE: _____

SCHEDULE B-1

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	TOTAL COST OF SERVICE
2,680 units of Transportation	\$10.00 (per one way trip per person)	\$26,800.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$26,800.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$19,759.00;

(b) Anticipated Income – Voluntary contributions in the amount of \$1,800.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$5,241.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

Please Note – The risk that the voluntary contributions received may be less than the \$1,800.00 anticipated as set forth above shall be borne by VENDOR.

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

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

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

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

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

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

Address: _____

Name and Title of Person Submitting this Form: _____

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

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

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

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

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

By: _____ Date: _____
Signature

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

Background:

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

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

Instructions:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2017

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

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

PRODUCER Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse NY 13221		CONTACT NAME: Shannon O'Keefe Clearwater PHONE (A/C, No, Ext): 315-451-1500 FAX (A/C, No): 315362-5759 E-MAIL ADDRESS: sokeefeclearwater@haylor.com	
INSURED Town of Newburgh 1496 Rt 300 Newburgh NY 12550		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Travelers Prop. Cas. Co. of America 25674 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1388030207 **REVISION NUMBER:**

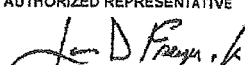
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		1529368	7/1/2017	7/1/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1531429	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			1531434	7/1/2017	7/1/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Entities Xtend Endorsement Form CGD480 (Blanket Additional Insured as required by written contract)

Regarding Recreation Agreement

CERTIFICATE HOLDER County of Orange Office of the Aging 18 Seward Avenue Middletown NY 10940	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

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

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only) Town of Newburgh 1496 Route 300 Newburgh, NY 12550	1d. Corporate Contact Name of Business referenced in box "1a" Business Telephone Number of Business referenced in box "1a" Gilbert Praquadro (845) 564-4552
1b. Effective Date of Membership in the Group 04/01/2015	1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"
1c. The Proprietor, Partners, or Executive Officers are <input checked="" type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	1f. Federal Employer Identification Number of Business referenced in Box "1a". 146002330
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) County of Orange c/o Office for the Aging 18 Seward Avenue Middletown, NY 10940 RE: Proof of Workers' Compensation Coverage; Policy period: 04/01/17 - 04/01/18	3. Name and Address of Group Self-Insurer Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250


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

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

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

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

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

Certified by:  04/17/2017
Signature Date

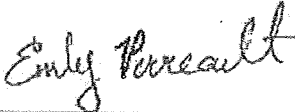
Title: President

Telephone Number: 1-888-737-6269



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier	
<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</small></p>	<p>1b Business Telephone Number of Insured</p> <p>845-566-7785</p> <p>1c NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>0460696</p> <p>1d Federal Employer Identification Number of Insured or Social Security Number</p> <p>146002330</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Orange c/o Office of the Aging 18 Seward Ave Middletown, NY 10940</p>	<p>3a Name of Insurance Carrier</p> <p>HARTFORD LIFE AND ACCIDENT</p> <p>3b Policy Number of Entity Listed in Box "1a"</p> <p>LNŸ601614</p> <p>3c Policy effective period:</p> <p>10-01-2016 to 09-30-2017</p>
<p>4. Policy covers:</p> <p>A. <input checked="" type="checkbox"/> All of the employer's employees eligible under the New York Disability Benefits Law</p> <p>B. <input type="checkbox"/> Only the following class or classes of employer's employees:</p>	
<p><small>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.</small></p> <p>Date Signed: 04-03-2017 By: </p> <p style="text-align: center;"><small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small></p>	
<p>Telephone Number (800) 454-7020 Title: Manager</p>	
<p>IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law, mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 1</p>	
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)	
<p>State of New York Workers' Compensation Board</p>	
<p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.</p>	
<p>Date Signed: _____ By: _____</p> <p style="text-align: right;"><small>Signature of NYS Workers' Compensation Board Employee)</small></p>	
<p>Telephone Number: _____ Title: _____</p>	

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO

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

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

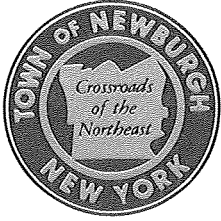
To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: May 8, 2018

Re: Part time Clerk: Recreation Dial a Bus

Please find attached a letter and employee request form from Robert Petrillo, Commission of Parks Recreation and Conservation, requesting to hire Jacqueline Paul as a part time clerk for his department. Pending your approval, Ms. Paul would need to complete paperwork, physical drug /alcohol testing and fingerprints. Anticipated start date will be on or after May 24, 2018 and the starting salary is \$12.00 per hour. Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

May 9, 2018

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Part Time Clerk

At this time, I would like to request approval to hire Jacqueline Paul for the position of Part Time Clerk filling the current opening in the Recreation Department. Ms. Paul will be hired at the rate of \$12.00/hour. The salary for this position is in the budget under account 5630-0100.

Start date for this position will be on or before May 24th. Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JACQUELINE PAUL

DEPARTMENT: RECREATION

TITLE OF POSITION: CLERK

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$12.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5630-0100

PROPOSED HIRE DATE: on or after May 24th

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



DEPARTMENT HEAD SIGNATURE

5/9/10

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: NEWBURGH FRIENDS OF SENIORS MOU;
TOWN OF NEWBURGH W/ JEWISH FAMILY SERVICE OF
ORANGE COUNTY, INC.

OUR FILE NO. 800.1 (C)() (2018)

DATE: APRIL 27 2018

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

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

In accordance with further information provided by Supervisor Piaquadio and Town Accountant Clum, enclosed please find a revised draft Memorandum of Understanding ("MOU") between the Town and Jewish Family Service of Orange County, Inc. pertaining to Town of Newburgh Friends of Seniors program's provision of volunteer senior services to Town residents. The substitution of Jewish Family Service of Orange County, Inc. as the other party to the MOU necessitates the Board's rescission of its motion at the April 23, 2018 approving the prior draft MOU with the Friends and the approval of this new MOU. Mr. Clum and Mr. Piaquadio have both recommended that the payment be made in a single installment, and the revised MOU so provides. The MOU continues to be for the calendar year 2018 commencing retroactively as of January 1, 2018.

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

MCT:sel

Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
Robert Petrillo, Commissioner of Parks, Recreation and Conservation
(via e-mail)
Ronald Clum, Town Accountant (via e-mail)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF NEWBURGH
AND
JEWISH FAMILY SERVICE OF ORANGE COUNTY, INC.
RE: TOWN OF NEWBURGH FRIENDS OF SENIORS
JANUARY 1, 2018 – DECEMBER 31, 2018**

This Memorandum of Understanding ("MOU") is made effective as of the 1st day January, 2018 by and between the Town of Newburgh, a municipal corporation of the State of New York ("Town") and Jewish Family Service of Orange County, Inc., a New York not for profit corporation ("JFS") with regard to the provision of certain volunteer based senior services to residents of the Town through the Town of Newburgh Friends of Seniors program ("Friends") (Town and JFS are each also referred to as a "party").

The Town provides a diverse program of activities and services addressing the needs of older adults in the community. In supplementation of the Town's senior services, JFS collaborates with the Friends to provide social, transportation, assistance, information, and referral services in order to improve the quality of life of older adults and adults with disabilities, particularly those seeking to maintain their independence. The Friends' services include, but are not limited to providing volunteer escorts to residents for local appointments; providing volunteer help to residents with grocery shopping; providing volunteer home visits in the Town; providing volunteer telephone contacts with residents; and providing volunteer clerical assistance to residents and providing referrals to residents needing other services. This MOU memorializes the mutual understandings and agreements between the Town and JFS.

JFS agrees to perform the following in support of the Friends program:

1. promote the program in various printed materials and other media;
2. provide a consultant to work with the Friends coordinator;
3. meet, assist and train the program coordinator and volunteers as needed;
4. conduct volunteer background checks;
5. provide general volunteer liability insurance and supplemental automobile liability insurance to all volunteers while they perform volunteer duties under the Friends name; and
6. enter information and maintain a database which tracks services provided by volunteers.

JFS further agrees to notify the Town in writing if any of the arrangements between JFS and Friends are terminated without replacement arrangements having been put in place.

In consideration of the above, the Town agrees to pay to JFS the sum of \$2,000.00 for the 12 month period commencing January 1, 2018 and ending December 31, 2018 in one (1) installment following execution of this MOU. JFS shall submit a voucher for the payment in a form prescribed by the Town, and the submitted voucher shall be processed and approved by the Town in accordance with its normal policies and procedures

Each party agrees to defend and indemnify the other from all actions, claims, lawsuits, damages and liabilities which may be made against such party arising from or as a result of the negligence of the indemnifying party.

The undersigned have reviewed the above and agree to the items outlined. This MOU is in effect for the one year period commencing January 1, 2018 and ending December 1, 2018. Each party may terminate this MOU at any time, for any or no cause, providing that the other party is given 30 days prior written notice.

Town of Newburgh, NY
1496 Route 300
Newburgh, NY 12550
By: Gilbert J. Piaquadio, Supervisor
Print Name and Title

Jewish Family Service of Orange County
720 Route 17M
Middletown, NY 10940
By: _____
Print Name and Title

Signature

Signature

Date

Date



January 19, 2018

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

**RE: Proposal to Update the Spill Prevention Report (SPR)
 Town of Newburgh, Chadwick Lake Treatment Plant
 CHA Proposal No.: X53029**

Dear Mr. Osborn:

CHA is pleased to submit this proposal for professional services related to updating the referenced SPR for the Chadwick Lake Treatment Plant in the Town of Newburgh. CHA prepared the plan in 2009. The plan will be updated to revise the emergency contact list and any minor editorial changes as needed. Our proposed Scope of Services, Assumptions, Schedule, and Fee are outlined below.

SCOPE OF SERVICES

TASK 1 SPR/SPCC Plan Update: The Facility's SPR Plan will be updated as indicted above. CHA will update the SPR and issue it first via email of electronic files in draft form to provide you an opportunity to comment on content. Following receipt of any comments, the final updated SPR/SPCC Plan will be stamped by a Professional Engineer licensed in the State of New York.

Assumptions

- A site visit will be performed to confirm information in the plan is accurate.
- Associated mapping for the project does not require updating.

Deliverables

- Two (2) copies of the Updated SPR/SPCC Plan and a compiled .pdf file

PROJECT SCHEDULE

CHA is prepared to initiate work on this project immediately upon receipt of notice to proceed ~~in the form of a Purchase Order~~. A site visit will be performed on a mutually acceptable date within two weeks of your NTP. A draft updated SPR Plan (Task 1) will be completed within two weeks of the site visit. The plan will be finalized within one (1) week of receipt of any comments. The schedule can be expedited if needed.

SCHEDULE OF FEES

CHA proposes to be compensated on a total lump sum basis for the above outlined scope of services for the proposed fees outlined below:

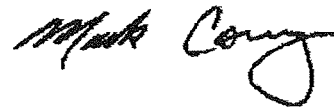
Task 1 – SPR Plan Update and Certification.....\$2,300

Thank you for considering CHA for this project. If this proposal meets with your approval, please forward a purchase order so that we may initiate the work. Should you have any questions, please do not hesitate to contact Mark Corey at (518) 453-8233 or via email to MCorey@chacompanies.com .

Sincerely,



Keith Cowan, CPG



Mark Corey, P.E.
Senior Environmental Engineer

MWC





May 10, 2018

Mr. James W. Osborne, Town Engineer
Town of Newburgh
1496 Route 300
Town of Newburgh, New York 12550

Re: Proposal for Engineering Design Study of the 2.7 MGD Improvements Project
Chadwick Lake Filter Plant & Reservoir

Dear Mr. Osborne:

Henningson, Durham and Richardson Architecture and Engineering P.C. (HDR) is pleased to submit this Proposal for Engineering Design, Permitting and Bid Phase Support for the 2.7 MGD Improvements Project (Project) at Chadwick Lake Filter Plant (Plant).

Our proposal was developed based on the recommendations from our Engineering Evaluation for Long Term Use & Economic Viability of the Chadwick Lake Reservoir & Filter Plant Study (Study) submitted to the Town of Newburgh (Town) in November 2017.

The Project will provide detailed engineering solutions to address key Plant redundancy needs so that the Town is prepared for the upcoming Delaware Aqueduct shutdown in 2022. When the shutdown occurs, the Town will be without Delaware Aqueduct Water for several months. During the shutdown, the Town will rely on the Plant and water from the Town of New Windsor.

Based on our Study recommendations, we understand that the 2.7 MGD process improvements include:

Plant improvements requiring design engineering:

1. Powdered activated carbon (PAC) storage, handling and feed system for total organic carbon (TOC) and taste and odor (T&O) removal.
2. Floating decanter systems in each of the two existing solids handling tanks
3. A new solids handling tank equipped with floating decanter system to operate in parallel with the two existing solids handling tanks.
4. Membrane system to provide additional water filtration capacity during the shutdown. The membrane system will be trailer based or skid mounted with temporary enclosure based on manufacturing lead times and market availability.
5. Permanganate feed pump piping and controls to allow pumps to dose either train.
6. Technical specifications, and supporting bid documents for the Town to procure additional spare parts for:
 - a. Water Quality Monitor for Chadwick Lake Reservoir.

- b. Flash mix tank motor.
- c. Permanganate feed pump
- d. Flocculation mixer motor.
- e. Sedimentation tank sludge collector drive
- f. traveling bridge filter backwash pump motor

HDR's proposed scope of services includes the following phases of work:

Preliminary Design

HDR will contract with sub-consultants to perform:

1. Geotechnical subsurface exploration with two soil borings and preparation of a technical report detailing the foundation design criteria for the third solids holding tank.
2. Detailed site survey for the planned work areas where structures are proposed and existing grades will be distrusted.

During preliminary design phase, HDR will:

1. Digitize existing as-built drawings and creating base drawings
2. Develop updated process flow diagrams, hydraulic profile, site and outside piping plans, process – structural footprint plans, and electrical layout and single line diagram.
3. Perform process, civil, structural, electrical and instrumentation calculations and summarize in basis of design criteria
4. Summarize our preliminary design work products prepare a Basis of Design Memorandum with attachments and I hold a working session with the Town to review.
5. Update the Basis of Design Memorandum based on Town comments.

We have removed powdered activated carbon system design dosages testing from our scope of work and instead will reference PAC dosages for similar water bodies and reference literature.

Detailed Design

HDR proposes to develop detailed design according to three stages: 30%, 60% and 100% with design details advancing as noted in Table 1:

Table 1 - 30%, 60% and 100% Design State Deliverables

Design Stage Submittal Element	Design Stage / Design Deliverable		
	30%	60%	100%
Design Memorandum	Update and Refine based with design advancements	Update and Refine with design advancements	Finalize
Drawings and Specifications	Finalize schematic design and advance spatial design elements, PFDs and P&IDs to finalize design intent	Develop drawing set to convey design approach and intent for all design disciplines.	Produce complete drawings and specifications that have passed Quality Control review and coordination.
Construction Cost Estimate	Review and refine cost estimate to incorporate project advancements	Refine cost estimate	Finalize cost estimate.

Design Stage Submittal Element	Design Stage / Design Deliverable		
	30%	60%	100%
Contract "Front End" Specifications – Engineer modified items		Develop description of work, schedule, project phasing and continuity of operations specification sections for Town purchased scope and Contractor scope items.	Finalize Front End documents.

HDR assumes that the Town will provide their standard General Conditions, Standard Contract Documents and Division 1 General Requirements.

Detailed design documents will include the piping, electrical, instrumentation and site elements for membrane filtration system. HDR will develop functional process design criteria, performance specifications for the membrane system since these are intended to be leased units under this Project. HDR will work with the Town to identify the recommended membrane leasing form of contract such as leased and operated by the Town or leased and operated by the Contractor or Membrane System Supplier.

Based on our understanding of the scope of work we have developed a design basis based on 41 detailed drawings as noted in Attachment 1. Our 41 sheet drawing count does not include estimated 12 miscellaneous detail and notes sheets that will be included in our drawing set. Our estimated total sheet count is 53 sheets.

HDR will prepare drawings and written specifications / design memoranda in AutoCAD and Microsoft Word, respectfully and will transmit both electronic versions in PDF format and printed copies for progress meeting review. Printed drawings for progress meetings will be half-scale, i.e., 11x17.

HDR has included full scale drawings for NYSDOH permit application package and Town records during bidding phase. Full size drawings and specifications packages will be made available to bidders as a reimbursable cost to HDR.

Permitting

As design advances, HDR will coordinate with NYSDOH and at the 100 % design phase, HDR will prepare a permit application package for NYSDOH review and we will work with DOH to address technical follow-up questions.

Bidding

HDR will provide Project bidding phase support as follows:

1. Prepare technical specifications for and bid packages for the water quality monitoring system and spare parts described in the Project understanding section of this proposal.
2. Prepare and Bid packages for Town to issue to prospective bidders. HDR suggests four week bidding period for the Project construction contract.

3. Prepare Pre-Bid meeting agenda, attend Pre-Bid meeting, record and issue meeting minutes.
4. Prepare and issue one formal addenda with supplemental Q&A issued by email.
5. Assist in bid evaluation by reviewing bid form for completeness and meet with the Town to review bid results.

Meetings

HDR has budgeted for the following project meetings:

1. Kick-off meeting
2. Preliminary Design Review
3. 30% design review
4. 60% design review
5. 100% design review
6. Pre-Bid meeting
7. Bid evaluation meeting

Schedule

To ensure that this Project goes is completed and improvements are in place ahead of the Delaware Aqueduct Shutdown, HDR proposes the following Project milestones in Table 2.

Table 2 - Design, Permitting and Bidding Milestones

Project Activity	Start	End	Calendar Days
Kickoff	July 9, 2018	July 9, 2018	1
Preliminary Design	July 9, 2018	September 7, 2018	60
30% Design	September 7, 2018	December 16, 2018	100
60% Design	December 16, 2018	April 15, 2019	120
100% Design	April 15, 2019	July 14, 2019	90
Permitting	July 14, 2019	August 28, 2019	45
Bidding	September 4, 2019	October 9, 2019	35

Assuming that the Bidding phase is completed in October 2019 with the Town developing contract documents, awarding the contract and issuing notice to proceed by January 2020, then the contractor will have approximately 16 months to complete construction and have the 2.7 MGD Project improvements in place and operating by May 2021 which allow extended operations and summer season trials before the Delaware Aqueduct Shutdown in 2022.

Engineering Fees:

HDR's fees to deliver the scope of work described in the proposal are summarized in Table 3 below. HDR's fees are presented as lump sum.

Table 3 - HDR's Engineering Fees

Item	Description	HDR Labor	Sub Consultants	Expenses	Subtotal
1	Preliminary Design	48,000		500	48,500
a	Surveying		20,000		20,000
b	Sub-Surface Soils Investigation		12,500		12,500
2	Detailed Design Engineering	192,000		1,500	193,500
3	Permitting	19,500		1,000	20,500
4	Procurement & Bidding	14,400		2,000	16,400
	Total Engineering Fees Design thru Bidding	273,900	32,500	5,000	311,400

Upon your approval of this proposal letter, we will send you our standard subcontract agreement and terms and conditions for formal execution.

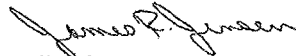
We appreciate the opportunity to submit our proposal for this Project, and continuing to support the Town as you prepare for the Delaware Aqueduct shutdown. Should you require additional information or have any questions, please feel free to contact either Scott Davis at (201) 335-9373 or via email scott.davis@hdrinc.com or Jim Jensen at (201)335-9379 or james.jensen@hdrinc.com.

Sincerely,

Henningson, Durham & Richardson Architecture and Engineering, P.C.



Scott Davis
Project Manager



Jim Jensen
Project Director

cc: Michael Principe, PhD
Joseph Frissora, PE

Attachment

ATTACHMENT 1

List of Drawings for 2.7 MGD Improvements		
Discipline	Sheet No	Title
1 Cover & List of Drawings		
	C-1	Cover Sheet, Notes, Location Plan & List of Drawing
2 Site Work		
	SW-1	Site Work & Limits of Disturbance
	SW-2	Partial Enlarged Plan - Solids Handling Tanks
	SW-3	Clearing & Grading for 3rd Solids Handling Tank
	SW-4	Erosion and Sediment Control Plan & Details
	SW-5	Site Details - 1
3 Demolition		
	D-1	Demolition Plan - Equipment Removal for PAC System
4 Mechanical		
	M-1	Process & Piping Flow Diagram
	M-2	Hydraulic Profile
	M-3	PAC Process Layout
	M-4	PAC Process Sections
	M-5	Solids Holding Tanks - Decanter Plan & Sections
	M-6	3rd Solids Holding Tank Plan
	M-7	3rd Solids Holding Tank Sections
	M-8	Mechanical Details
5 Structural		
	S-1	PAC System Tanks & Equipment Pads Structural Plan
	S-2	PAC System Tanks & Equipment Sections
	S-3	Solids Holding Tank 1 & 2 - Decanter Connector Details
	S-4	Solids Holding Tank 3-Lower Plan
	S-5	Solids Holding Tank 3 - Upper Plan
	S-6	Structural Details - 1
	S-7	Structural Details - 2
6 Plumbing / Sprinklers / Heating & Ventilation		
	H-1	Plumbing, H&V & Sprinkler Plan - PAC System
	H-2	Plumbing, Sprinkler, H&V Details
7 Electrical		
	E-1	Power Plan
	E-2	Single Line Diagram
	E-3	MCC Lineup & Details
	E-4	PAC Electrical Plan
	E-5	PAC System Electrical Schematics
	E-6	Basin 1 & 2 Decanter Electrical Plan & Schematics
	E-7	Basin 3 Electrical Plan Power & Lighting
	E-8	Basin 3 Electrical Schematics


ATTACHMENT 1

List of Drawings for 2.7 MGD Improvements		
Discipline	Sheet No	Title
	E-9	Electrical Details/Misc - 1
	E-10	Electrical Details/Misc - 2
9	I&C	
	I-1	I&C Legend, Symbols, Notes
	I-2	Block Diagram - Chadwick Lake Water Quality Monitor System
	I-3	P&ID PAC System
	I-4	P&ID Solids Holding Tanks
	I-5	Communication Riser Diagram
	I-6	Panel Layouts
	I-7	I&C Details
Total – 41 sheets		

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer 

DATE: April 25, 2018

RE: CHADWICK LAKE FILTER PLANT

As the Town Board is aware, NYCDEP has made an offer, subject to NYC Comptroller's approval, to fund the construction costs of certain improvements to the Chadwick Lake Filter Plant deemed necessary to guarantee water production capacity during the upcoming Delaware Aqueduct shut-down in 2021-2022. This leaves the design engineering, construction engineering and operational costs the responsibility of the Town. Based on this, I am requesting approval of the following budget transfer to fund HDR's design proposal:

FROM: 040.9902.0900 (Interfund Transfer)

TO: Chadwick Lake Filter Plant & Reservoir (6076.0200)

AMOUNT: \$ 325,000

As this requires Town Board action, I am requesting that this item be put on the next available agenda. If you have any questions or comments, please feel free to contact me.

JWO/id

Attachment

cc: M. Taylor, Attorney
R. Clum, Accountant
J. Egitto, CAMO



Town of Newburgh
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-4552

Date: 20 APRIL 2018

Is the budget adjustment under \$5,000? Yes _____ No: X

If yes: Please give Gil a copy to sign and deliver to the Accounting Office.

If no: Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed FUND DESIGN ENGINEERING OF
CHADWICK LAKE FILTER PLANT IMPROVEMENTS

From: Account Number: 040.9902.0900 Amount: \$ 325,000
 Account Description: _____ Amount: _____

From: Account Number: _____ Amount: _____
 Account Description: _____ Amount: _____

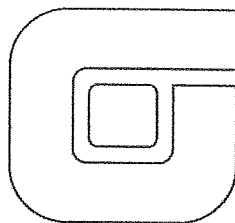
To: Account Number: 6076.0200 Amount: \$ 325,000
 Account Description: CHADWICK LAKE RESERVOIR
AND FILTER PLANT Amount: _____

To: Account Number: _____ Amount: _____
 Account Description: _____ Amount: _____

Please note: The total of the from and to should equal.

James Osborn
 Department Head Signature

 Gil Piaquadio, Town Supervisor



OBG | There's a way

May 2, 2018

Mr. James W. Osborne, Town Engineer
Town of Newburgh
1496 Rte. 300
Newburgh, NY 12550

RE: Chadwick Lake Dam
Proposal for Dam Safety Inspection & EAP Update

Dear Mr. Osborne:

O'Brien & Gere (OBG) is pleased to offer the following scope of services for conducting an inspection of Chadwick Lake Dam and updating the Emergency Action Plan contact information.

SCOPE OF SERVICES

TASK 1- DAM INSPECTION

O'Brien & Gere will conduct an inspection of the dam according to 6 NYCRR 613.13. The visual inspection will seek to identify conditions which might suggest distress of the dam or its inability to perform safely during regulated stress events such as floods and earthquakes. Accordingly, the inspection will consider specific deficiencies such as cracks, erosion, seepage, spalling, and unusual deformations or misalignments. Conditions observed during previous inspections including those by DEC will be re-visited to detect any changes therein. The observations made during the inspection will be photographed and recorded on a DEC-approved inspection checklist. A detailed description of the inspection findings will be presented in a letter report with the inspection checklist and a photographic log attached.

TASK 2 – UPDATED EAP

O'Brien & Gere will update the emergency contact information and re-issue the revised sheets to all holders of the Emergency Action Plan.

Both PDF and hard copies of the Inspection Report and revised EAP pages will be provided to the Town.



PROPOSED FEE

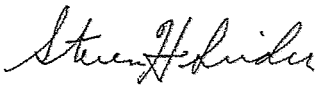
O'Brien & Gere proposes to provide the engineering services described in Tasks 1 and 2 for a lump sum fee of \$9,000, as presented in the following task breakdown. Invoices will be prepared and submitted monthly based upon percent complete for each task.

Task	FEE
Task 1 – Inspection	\$ 5,500
Task 2 – Updated EAP	\$ 3,500
Total Estimated Fee	\$ 9,000

OBG appreciates this opportunity to provide continuing dam engineering services to the Town of Newburgh and we look forward to working with you on this project. If you have any questions regarding this proposal, please contact me at 845-514-0283 or steve.snider@obg.com.

Very truly yours,

O'BRIEN & GERE ENGINEERS, INC.



Steven H. Snider, PE
 Technical Director – Dams & Water Resources

Cc: R Bowers, OBG



~~WOWWWWB~~
10C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: April 23, 2018
RE: S\ ROSETON S.D. – BUDGET TRANSFER

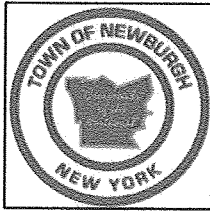
I am requesting Town Board approval of the attached budget transfer for the Roseton Sewer District. The budget transfer of the entire line item is to assign it to the correct appropriation number.

As this requires Town Board action, I am requesting that this item be put on the next available agenda. If you have any questions or comments, please feel free to contact me.

JWO/id

Attachment

cc: R. Clum, Accountant



Town of Newburgh
 1496 Route 300
 Newburgh, New York 12550
 (845) 564-4552

Date: 4-20-2018

Is the budget adjustment under \$5,000? Yes _____ No: X

If yes: Please give Gil a copy to sign and deliver to the Accounting Office.

If no: Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed PUT MONIES INTO CORRECT
LINE ITEM APPROPRIATION NUMBER

From: Account Number: 8130.0456.5020 Amount: \$34,650
 Account Description: CONTRACTED TREATMENT Amount: _____

From: Account Number: _____ Amount: _____
 Account Description: _____ Amount: _____

To: Account Number: 8130.0472.5020 Amount: \$34,650
 Account Description: CONSULTANTS Amount: _____

To: Account Number: _____ Amount: _____
 Account Description: _____ Amount: _____

Please note: The total of the from and to should equal.

James Osborn
 Department Head Signature

 Gil Piaquadio, Town Supervisor



County Legislature

L. Stephen Brescia, Chairman
Jean M. Ramppen, Clerk

Orange County Government Center
255 Main Street
Goshen, NY 10924 - 1627

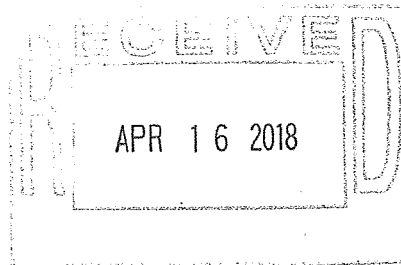
Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

April 12, 2018

*To be discussed
at Town Board
Meeting on May 14th.*

Honorable Gilbert J. Piaquadio
Supervisor for the Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: Agricultural District No. 1 Request
Landowner: Harry Serviss
SBL 34-1-25.2



Dear Supervisor Piaquadio:

The above landowner submitted an application to the Orange County Legislature for inclusion of the above lands in the County's Agricultural District.

We invite any comments the Town may have concerning this request. The applications will be considered by the Orange County Agricultural & Farmland Protection Board at its April 18, 2018 and May 16th, 2018 meeting. We would appreciate hearing from you prior to that time.

All applications will be submitted to the Legislative oversight committees in May, a public hearing on June 7th, 2018, with the expectation of a vote by the full Legislature at the July 2, 2018 session. We look forward to hearing from you.

Sincerely,

L. Stephen Brescia

L. STEPHEN BRESCIA
CHAIRMAN

Enclosures

cc: Legislator - Honorable Leigh J. Benton w/attachments
Jennifer MacLeod w/o attachment

ORANGE COUNTY AGRICULTURAL DISTRICT ANNUAL ENROLLMENT FORM

Application to be completed by landowners who wish to include parcel(s) of predominantly viable agricultural land within a certified New York State Agricultural District. Annual period for such requests is March 1 through March 31.

INSTRUCTIONS (TO BE COMPLETED BY LANDOWNER)

1. Complete and sign application.
2. Return to Orange County Department of Planning (address below) between March 1 through March 31 5:00 PM.

PART I LANDOWNER DESCRIPTION

Name Harry Seville
 Daytime Telephone (645) 590-8110 Fax ()
 Mailing Address 1298 Union Avenue City/Town/Village Newburgh
 State NY Zip 12550 Email Address occs 1011 @ gmail . com

PRIMARY CONTACT

Name Same
 Daytime Telephone () Fax ()
 Mailing Address _____ City/Town/Village _____
 State _____ Zip _____ Email Address _____
 Best Contact Time _____

PART II PROPERTY DESCRIPTION

Please describe the property proposed to be added to the Agricultural District and list the tax map parcel numbers for all parcels that you wish to be included in the Agricultural District Program. Also indicate the town in which they are located. If you are unsure of your tax map parcel numbers please check with your local assessor. Please note that there may be a site inspection of the parcel. The owner is required to be available to meet with a representative of the County during the inspection. (Attach extra sheets if necessary):

Tax Map Parcel # Town Tax Map Parcel # Town Tax Map Parcel # Town
 (Example: 1-1-21 Monroe)

39-1-25-2 Newburgh

I would prefer my property to be included in Agricultural District No. 1
 Total Number of Acres to be Included 98
 Total Acreage Used for Agricultural Purposes 98
 Describe Current Land Use and/or Agricultural Activity/Crop Forest
14,990 SXL, 12,190 ESB, 5,390 EFG
 List Soil Types 3S, 2M, MJB, 1B, 290 MJC, 15,990 m d D
 Are Any Soils Listed as Prime or Important by the New York State Department of Agriculture and Markets?
 If so, How Many Acres are Prime? _____ How many acres are important? _____

Has this Property been Subdivided? no If Yes, Date of Subdivision _____
 Is this Property Proposed for Subdivision? no If Yes, Current Stage of Development _____
 Provide a Copy of the Subdivision Map _____

PART II (CONTINUED)

The Local Zoning Designation for the Property is B2/RR
List any Local Municipal Restrictions on the Use of the Property none

Identify any Outstanding Local Building or Zoning Code Violations none

List any Deed Restrictions or Easements on the Property none

PART III BUSINESS DESCRIPTION

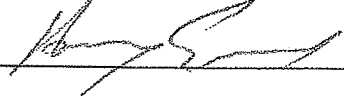
Please briefly describe the business that is operated or will be operated on the property that is proposed to be added to the Agricultural District. (Attach extra sheets if necessary.)

Field for hay. Proposed 98 acres to be added for our LEPP union owned ag district. Land which is contiguous.

Is this Property Currently Receiving Agricultural (Ag) Assessment? no
Attach Agricultural Business Plan (Optional)

PART IV SIGNATURE

I attest that the above information is correct to the best of my knowledge and hereby officially request that my property, which includes **viable agricultural land**, be included in the Agricultural District Program. I recognize that such land, once officially included in the Agricultural District Program, may not be removed from this program until the eight-year review period for the Agricultural District into which my land is placed. I understand that this is not an application for an agricultural value assessment. I further understand that all applications will be forwarded to the local municipality for comments. I also acknowledge that this request is subject to a public hearing, action by the Orange County Legislature and certification by the NYS Department of Agriculture and Markets.

Signature  Date 3-15-12

If you have any questions regarding this form please call or email the Orange County Department of Planning at Planning@co.orange.ny.us (845) 615-3840, Monday through Friday 9:00 A.M. to 5:00 P.M. **PLEASE RETURN THIS APPLICATION TO:** Orange County Dept of Planning
124 Main Street Goshen, N.Y. 10924



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344
FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: May 1, 2018

I am requesting authorization to use the T-94 account to pay for contract services from:
Flannery Animal Hospital

Totaling: \$144.00

Feline: \$37.00

Canine: \$107.00



CARING FOR OUR COMMUNITY'S PETS

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

Open 24/7/365

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

Apr 18, 2018

**Invoice Number
393915**

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

2018-17-04- Gray Cat Animal Contrl (# ANQ)

Species: Feline
Sex: ?
Age: 1 day old
Breed: Domestic Short Hair
Coat Color: Grey
Rabies Tag Number:

** 25C-18*

"Mauget"

Date	Description	Qty	Price
04/17/2018	Town/City - Felv/Fiv Combo Test	1.00	\$ 37.00

Total for 2018-17-04- Gray Cat Animal Contrl: \$ 37.00

Dr. Tracey L. Longo

Total Invoice: \$ 37.00
Previous Balance: \$
Total Amount Due: \$
New Balance Due: \$

Current Account Status

Current Invoice: 0 to 30 Days 31 to 60 Days 61 to 90 Days Over 90 Days Total A/R

\$ 37.00	\$	\$	\$	\$	\$
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CARING FOR OUR COMMUNITY'S PETS

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

Open 24/7/365

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

Apr 19, 2018
Invoice Number
394170

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

Spartacus
2318

2018-04-01 Buddy (# ANS)

Species: Canine
 Sex: Male
 Age: 2 years and 6 months old
 Breed: Pit Bull
 Coat Color: Fawn/White
 Rabies Tag Number: 4870-18

Bordetella Vaccine: 04/02/2019
 DA2PPC Vaccine: 04/02/2019
 Rabies Vaccine: 04/02/2019

Date	Description	Qty	Price
04/02/2018	Town/City - DHLPPC Vaccine	1.00	\$ 30.00
	Town/City Bordetella Vaccine Annual	1.00	\$ 28.00
	Town/City - Rabies Vaccine 1 year	1.00	\$ 21.00
	Boarding - Town/City/Shelter	1.00	\$ 28.00

Total for 2018-04-01 Buddy: \$ 107.00

Staff Vet

Total Invoice: \$ 107.00
Previous Balance: \$
Total Amount Due: \$
New Balance Due: \$

Current Account Status

Current Invoice: 0 to 30 Days 31 to 60 Days 61 to 90 Days Over 90 Days Total A/R

\$ 107.00	\$	\$	\$	\$	\$
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TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: May 3, 2018

I am requesting authorization to use the T-94 account to pay for contract services from:
Newburgh Vet

Totaling: \$1309.86

Feline: \$823.30

Canine: \$486.56

18 adult cats & 5 kittens were impounded in April. As of May 4, 2018 ALL adult cats will have been adopted. The 5 kittens are too young to be adopted at this time. A copy of the complete April monthly can be obtained from Lt. Nenni.

COPY

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESS

NEWBURGH VETERINARY HOSPITAL
1716 Route 300
Newburgh, NY 12550
Tel: (845) 564-2660
www.newburghvet.com

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

TERMS

Net 30 Days

Invoice #

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/8/18	675947	①		192.50
1/8/18	675951	②		116.00
1/8/18	675952	③		41.00
1/10/18	676142	④		105.80
1/10/18	676159	⑤		58.05
1/20/18	676935	⑥		136.55
1/23/18	677156	⑦		173.40
			TOTAL	823.30

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 823.30 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.

4/27/18
DATE

Dora M Cast
SIGNATURE

Office 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 for paid from the appropriations indicated above

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

(u)

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 04-27-18 at 2:01p
Date: 04-10-18
Account: 4417
Invoice: 676142

Date	For	Qty Description	Price	Discount	Net Price
04-10-18	Group 3 x7	1 FeLV/FIV ELISA in hosp	109.50	61.00	48.50 **
04-10-18		6 Blood Draw Fee	114.60	57.30	57.30 **
Total charges, this invoice...					105.80
**Total discount included: 118.30					

OK

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Group 3 x7	Last done
04/19	CONSULT/EXAM - Annual Wellness
10/18	FECAL EXAM
08/18	Rabies/Purevax Feline 1yr
05/18	Feline Rhino/Panleuk/Calici #

LIKE US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

5

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 04-27-18 at 2:02p
Date: 04-10-18
Account: 4417
Invoice: 676159

Date	For	Qty	Description	Price	Discount	Net Price
04-10-18	Group 4 x 2	1	FelV/FIV ELISA in hosp	109.50	61.00	48.50 **
04-10-18		1	Blood Draw Fee	19.10	9.55	9.55 **
Total charges, this invoice...						58.05
**Total discount included: 70.55						

dc

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Group 4 x 2	Last done
04/19	CONSULT/EXAM - Annual Wellness
10/18	FECAL EXAM
08/18	Rabies/Purevax Feline 1yr
05/18	Feline Rhino/Panleuk/Calici #

LIKE US ON FACEBOOK.COM!

GOING AWAY?...BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 04-30-18 at 8:51a
Date: 04-20-18
Account: 4417
Invoice: 676935

Date	For	Qty	Description	Price	Discount	Net Price
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04-19-18	McNugget 25C-18	1	Weight Monitoring			0.00
04-19-18		1	OHE FELINE	169.50	89.75	79.75 ✓

Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.

04-19-18		1	-Isoflurane Gas Anesthesia			0.00
04-19-18		0.15	BuprenorphineSR Inject/ml in hosp	40.42	40.42	0.00 **
04-19-18		0.50	Penicillin G Inject / ml (in hosp)	30.31	30.31	0.00 **
04-19-18		0.09	TelazolInject Control Log / ml			0.00
04-19-18		1	Shelter board feline med alert			23.80
04-20-18		1	Feline Rabies/ Purevax 1yr	38.50	19.25	19.25 ✓

Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.

04-20-18		1	FELINE RHINO/PANLEUK/CALICI	29.50	15.75	13.75 ** ✓
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Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.

Total charges, this invoice... 136.55
**Total discount included: 195.48

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **McNugget 25C-18** (Weight: 9.0 lbs - 12m) Last done

04/22	Consultation/Exam- Bi-annual	
04/19	Feline Rhino/Panleuk/Calici I/	
04/19	Rabies/Purevax Feline 1yr	04-20-18

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

7

"Your pet is part of our family too." Visit us at www.newburghvet.com

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 05-02-18 at 2:29p
Date: 04-23-18
Account: 4417
Invoice: 677156

Date	For	Qty	Description	Price	Discount	Net Price
04-23-18	Group 5 x10	8	Blood Draw Fee	152.80	76.40	76.40 **
04-23-18		1	FelV/FIV ELISA in hosp	109.50	61.00	48.50 **
04-23-18		1	FelV/FIV ELISA in hosp	109.50	61.00	48.50 **
04-23-18		1	Feline Leukemia Elisa Negative			0.00
04-23-18		1	FIV Elisa Negative			0.00

Total charges, this invoice... 173.40

**Total discount included: 198.40

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Group 5 x10**

Last done

10/18	FECAL EXAM
08/18	Rabies/Purevax Feline 1yr
06/18	Feline Rhino/Panleuk/Calici #

LIKE US ON FACEBOOK.COM!

GOING AWAY?....BOOK YOUR PETS BOARDING RESERVATION TODAY!

In compliance with New York State law, all medications are non-refundable. We regret any inconveniences.

12C



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

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PROPOSED LOCAL LAW AMENDING SECTION 56-10
ENTITLED "FILING OF COMPLAINTS" OF CHAPTER 56
ENTITLED "ANIMALS" OF THE CODE OF THE TOWN OF
NEWBURGH
OUR FILE NO. 800.1(B)() (2018)

DATE: MAY 8, 2018

Enclosed please find for the Town Board's consideration the above referenced Local Law. The change to the text of the Municipal Code is underlined. In accordance with the discussion at the Town Board's work session, the change allows a dog complaint to be made either under oath before a notary public, as was previously required by the Code, or by a written instrument bearing a notice that false statements are punishable under the Penal Law, which does not need to be signed before a notary public. The Local Law also references the Penal Law definition of "Oath", which includes affirmations.

Also enclosed is a draft resolution introducing and scheduling a public hearing on the Local Law.

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

MCT/sel
Enc.

cc: Town Clerk Andrew J. Zarutskie (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
Cheryl Cunningham, Animal Control Officer (via e-mail)
Michael Matsler, Esq. (via e-mail)
Amber Camio, Esq. (via e-mail)

**INTRODUCTORY LOCAL LAW NO. OF THE YEAR 2018
AMENDING SECTION 56-10 ENTITLED
"FILING OF COMPLAINTS"
OF CHAPTER 56 ENTITLED "ANIMALS"
OF THE CODE OF THE TOWN OF NEWBURGH**

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section 56-10 entitled 'Filing of Complaints' of Chapter 56 entitled 'Animals' of the Code of the Town of Newburgh".

SECTION 2 - AMENDMENT

Section 56-10 entitled "Filing of complaints" of Chapter 56 entitled "Animals" of the Code of the Town of Newburgh to read as follows:

"§ 56-10 Filing of complaints.

Any person who observes a dog in violation of this article may file a complaint under oath as defined by Section 210.00 of the Penal Law of the State of New York or by written instrument bearing a notice that false statements therein are punishable under Section 210.45 of the Penal Law with the Animal Control Department of the Town of Newburgh specifying the nature of the violation, the date thereof, a description of the dog and the name and residence, if known, of the owner of such dog. Such complaint may serve as the basis for enforcing the provisions of this article."

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

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

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



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

P: 845.562.9100
F: 845.562.9126

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PROPOSED LOCAL LAW AMENDING CHAPTER 104
ENTITLED "SCHEDULE OF FEES" OF THE CODE OF THE
TOWN OF NEWBURGH: ELECTRONIC MESSAGE DISPLAY
SIGNS SPECIAL USE PERMIT FEES
OUR FILE NO. 800.1(B)() (2018)

DATE: MAY 8, 2018

Enclosed please find for the Town Board's consideration the above referenced Local Law. Also enclosed is a highlighted version of the Municipal Code's relevant subsection showing how it will read following the addition of the underlined modifications made by the Local Law. Per the discussion at the Town Board's work session, upon enactment, the Code will provide for an \$150 application fee for the special permits, a \$150 public hearing fee, and a \$1,500 initial consultant escrow deposit (no matter whether the SEQR action designation is Unlisted or Type II.) An additional \$500 would be added to the escrow for each additional electronic message display sign, but per the terms of the sign regulations, that could only occur if the site had more than one street frontage.

Also enclosed is a draft resolution introducing and scheduling a public hearing on the Local Law.

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

MCT/sel

Enc.

cc: Town Clerk Andrew J. Zarutskie (via e-mail)
John P. Ewasutyn, Planning Board Chairman (via e-mail)
Town Engineer, James Osborne (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Town Accountant Ronald Clum (via e-mail)

INTRODUCTORY LOCAL LAW NO. ___ OF THE YEAR 2018

TOWN OF NEWBURGH

A LOCAL LAW AMENDING CHAPTER 104 ENTITLED "SCHEDULE
OF FEES" OF THE TOWN OF NEWBURGH MUNICIPAL CODE:
ELECTRONIC MESSAGE DISPLAY SIGNS SPECIAL USE PERMIT FEES

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

SECTION 1 - TITLE This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Code of the Town of Newburgh: Electronic Message Display Signs Special Use Permit Fees".

SECTION 2 - AMENDMENTS TO CHAPTER 104

A. Subsection B of Section 104-2 entitled "Planning, zoning and building fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended as follows:

1. The title of Subsection B of Section 104-2 is hereby amended to read as follows:

"Site plan and special use permit review. (See Chapter 185, Zoning.)"

2. A new sub-subsection 104-2B(1)(c) is hereby added to read as follows:

(1) Application fee.

"(c) Electronic message display sign special use permit: \$150 per sign."

B. Subsection E of Section 104-2 entitled "Planning, zoning and building fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended as follows:

1. A new sub-subsection 104-2E(2)(b)[6] is hereby added to read as follows:

(b) The Town of Newburgh Planning Board shall compute the initial escrow charge in accordance with the following schedule:

"[6] Electronic message display sign special use permit: \$500 per sign, except if designated as a

Type II SEORA
action, \$1,000
plus \$500 per sign.”

SECTION 3 - PENDING APPLICATIONS

Applications which are pending before the appropriate Board or department of the Town of Newburgh as of the effective date of this Local Law and for which fees or partial fees have already been paid shall be subject to the fees set forth in Chapter 104 prior to this amendment with respect to those fees already paid and the fees established herein shall apply only to fees which were unpaid or applications submitted after the effective date of this Local Law.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

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

B. Site plan and special use permit review. (See Chapter 185, Zoning.)

(1) Application fee.

(a) Residential site:

[1] Site plan containing four dwelling units or less (payable at application): \$500, plus \$200 per dwelling unit.

[2] Site plan containing 10 dwelling units or less (payable at application): \$1,000, plus \$225 per dwelling unit.

[3] Site plan containing 25 dwelling units or less (payable at application): \$2,000, plus \$250 per dwelling unit.

[4] Site plan containing more than 25 dwelling units (payable at application): \$4,000, plus \$250 per dwelling unit.

(b) Commercial site: \$1,500, plus \$250 per 1,000 square feet of floor area for the first 200,000 square feet and \$100 per 1,000 square feet of the floor area greater than 200,000 square feet.

[Amended 12-17-2012 by L.L. No. 9-2012]

(c) Electronic message display sign special use permit: \$150 per sign

(2) Inspection of public improvements: 4% of value of bonded improvements.

(3) Cost of professional services required in site plan review process: see § 104-2D(3).

(4) Recreation fee in lieu of land for multifamily dwellings: \$2,000 per unit.

(5) Public hearings: \$150, plus publication and transcription costs.

(6) Cost of professional services required for architectural review performed in connection with site plan review process: see § 104-2D(3).

(7) Costs of professional services in connection with site plans with respect to inspections of landscaping installations and soil and erosion settlement control measures, establishment or extension of special improvement districts, outside user agreements, developer agreements, road abandonments, easements over Town property and review of proposed dedication instruments, including deeds, easements, securities and insurance: See § 104-2G.

(b) The Town of Newburgh Planning Board shall compute the initial escrow charge in accordance with the following schedule:

[1] Residential subdivision: \$500 per lot for each lot up to five lots and \$300 per lot for each lot over five lots.

[2] Commercial subdivision: \$1,000 per lot for each lot up to five lots, and \$500 per lot for each lot over five lots.

[3] Multifamily residential site plans and special permits: \$250 per unit for each unit up to 50 units, and \$100 per unit for each unit over 50 units.

[4] Commercial or other nonresidential site plans and special permits: \$1,000, plus \$200 per 1,000 square feet of building floor area or part thereof.

[5] State Environmental Quality Review Act (SEQRA):

[Amended 12-16-2013 by L.L. No. 9-2013]

[a] Short environmental assessment form: \$1,000.

[b] Long environmental assessment form: \$2,000.

[c] Environmental impact statement: \$7,500.

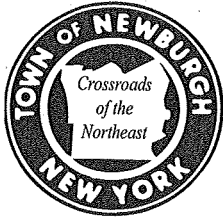
[d] Inspection fee for subdivisions: 5% of amount of performance bond.

[6] Electronic message display sign special use permit: \$500 per sign, except if designated as a Type II SEORA Action, \$1,000 plus \$500 per sign.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: April 26, 2018
RE: Bid for Truck Body & Plow

I would like to be put on the agenda, to accept the bid for a Truck Body & Plow from Amthor Welding for the cost of \$92,689.00.

The funds are available and will be taken from 5130.200 Machinery Equipment/Other Capital.

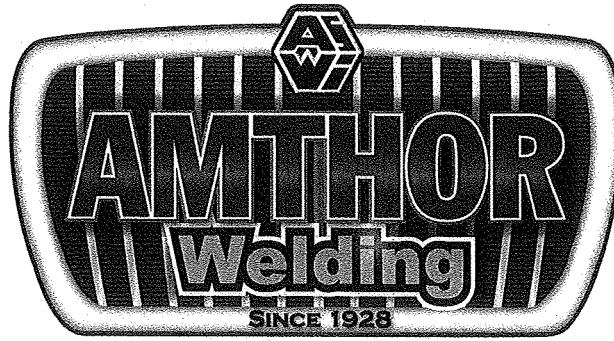
If you have any questions please feel free to call me. Thanking you in advance.

MH/ch

March 15, 2018

Highway Truck Body and Plows for a Single Axle Truck
Monday, April 16, 2018 at 10:00 am

Package #	Company	Address	Comments	Name/email	Telephone	Bid Received	Actual Bid
1	Amthor Welding retained by Town	20 Osprey Lane; Gardiner, NY 12525	picked up	Todd Widmark	845-778-5576 (o); 845-742-9041 cell	4/12/2018	\$92,689.00
2	Henderson Products	22686 Fisher Road; Watertown, NY 13601	email	Jeffrey Weisbrot/ jeisbrot@hendersonproducts.com	914-980-3510	no bid	no bid
3							



Tank Truck and Truck Body Equipment Specialists

**RE: TOWN OF NEWBURGH BUDGET
FOR TRUCK BODY AND PLOWS BID**

04-16-18

Amthor's proposes to furnish the following equipment for the above referenced Budget:


- a) **TENCO** Model TCM-10-T U-COMBO 10' (7.7 YD water level capacity) Front Left Discharge with cross Conveyor combination dump body/material spreader with ½ cab shield, air tailgate, DOUBLE- ACTING hoist, one chute in tailgate, extended grease kit, Barn Door Tailgate.
- b) Bolt on 12" wide asphalt pan.
- c) Ladder located driver side of body, with grab handle on side of cab shield.
- d) **Lights:** Red, oval shaped, stop/tail/turn LED lights installed in rear corner posts of body. L.E.D. Amber strobes oval-shaped in rear corner post of body, LED back-up lights, Set of plow lights installed on top cross-member of plow frame . Two (2) auxiliary work lights one each side, to be mounted on rear mud flaps aiming to rear of truck, Two (2) Wing lights to be mounted on top wing post, one (1) Spinner light and one (1) conveyor light. All auxiliary work lights shall be wired to the cab with 14 ga. wire each with separate switch grounded in cab. 8" convex mirror on wing post.
- e) **PIONEER** Model EDD-1500 Electric load cover with wind deflector, asphalt tarp.
- f) Set of rubber flaps both AHEAD OF and BEHIND rear wheels of chassis.
- g) **VIKING** custom POWER TILT hitch with 4" bore by 10" stroke double acting plow lift cylinder.
- h) **VIKING** 8" patrol wing front mast assembly with integral 3" bore by 20" stroke cylinder and FULL-TRIP wing "D" Hinge.
- i) **VIKING** patrol wing rear support member with 3" bore by 14 – 7/8" stroke rear lift cylinder, differential relief valve and required components.
- j) **VIKING** Model 144W-HD heavy-duty 12' overall length side wing with pair of FULL-TRIP Heavy Duty wing arms.
- k) **VIKING** model HD PRR 1142TE HEAVY-DUTY 11' power reverse trip-edge plow with steel skin, 12" Rubber Snow Deflector.
- l) **Single Gear P-50 (2 ½" Gear) Hydraulic** pump and complete SPICER drive shaft assembly

- m) **AMTHOR** forty-gallon frame mount oil reservoir with oil level sight gauge return line filter assembly/ REXROTH Hydraulic valves spools to be mounted on patrol wing support rear of cab, in Stainless Steel Enclosure.
- n) **SPREADER CONTROL: 2-FF 12 L** Spreader control with electric pre-wet pump and enclosure.
- o) All hoses and fittings per specifications.
- p) **DEL** feather able air control for body hoist with lock out.
Rexroth Electric Joy Stick control for plow and wing
- q) **AMBER: strobe** light installed on chassis cab.
- r) **TENCO:** Pre-wetting tanks mounted on chassis frame rail.
- s) Rubber mat across center of chassis, behind spinner disc.
- t) Body -painted to match color of chassis. All other frame attachments - black.
- u) Spinner guide for combination body.
- v) Pair of **POLY FENDERS** over rear tires.
- w) Bolt on Spreader Bar

Amthor takes NO EXCEPTIONS to the specifications.

INSTALLED PRICE: \$92,689.00

Todd Widmark



Director of Operations

TOWN OF NEWBURGH
NOTICE OF BID INVITATION
HIGHWAY TRUCK BODY & PLOWS FOR A SINGLE AXLE TRUCK

The Town Board of the Town of Newburgh, County of Orange, New York, hereby invites the submission of sealed bids for a Highway Truck Body & Plows in the Town of Newburgh.

Bids must be in writing on the forms furnished and shall be subject to the conditions contained in the Instruction to Bidders and Specifications as well as the following; (1) the Town Board reserves the right to reject all bids and re-advertise for new bids; (2) all bidders shall be prepared to submit proof of responsibility as required by the Town Board; (3) each bid must contain the certificate set forth and required by Section 103d of the General Municipal law relating to non-collusion and (4) no bidder may withdraw his bid within 45 days after the actual date of the opening of the same.

Detailed specifications for the above item(s) may be secured at the Town Clerk's Office, 1496 Route 300, Newburgh, New York, 12550.

All bids are to be submitted on bid forms obtainable at the Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550 and shall be contained in sealed envelopes marked "Highway Truck Body & Plows Bid".

Sealed bids will be received by the undersigned on behalf of the Town Board up until 10:00 a.m., on April 16, 2018 at the Town Clerk's Office, 1496 Route 300, Newburgh, New York 12550 when the same will be publicly opened and read aloud. The Town Board reserves the right to reject any or all bids and to waive any irregularity in a bid as the interests of the Town may require.

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF NEWBURGH

ANDREW J. ZARUTSKIE, TOWN CLERK

March 15, 2018

TOWN OF NEWBURGH

It is the intention of this specification to describe a heavy-duty combination dump body/material spreader, power reversible plow, custom plow frame, patrol wing, central hydraulic system and related accessories. Bidders are cautioned to list any and all deviations from these specifications in order for their bid to receive full consideration. Bidders that do not fully list their deviations will be considered as non-responsive. Bidders shall furnish complete manufacturers literature and detailed specifications of the equipment they propose to furnish. Manufacturers names and/or model numbers are strictly for the purpose of indicating the quality of materials required.

TENCO MODEL U-COM-BO-10 "U" SHAPED COMBINATION DUMP BODY / SPREADER HARDOX STEEL VERSION

FRONT LEFT DISCHARGE VERSION

The specifications below describe a "U" shaped body with full length front discharge main conveyor chain and including transversal conveyor to spread sand and/or salt to a front left chute and spinner disc assembly installed ahead of the rear wheels.

Dimensions:

Inside length:	10'
Overall length:	10'-6"
Inside width:	91 5/8"
Side height:	46"
Rear tailgate height:	52"

Front panel height: 54 3/4" to 62 3/4"

Top of chassis frame rails to floor level: 16 1/4"

Capacity:	7.7 cu. yd. at water level
	9 cu. yd. at water level with 6" side board extensions

Cab shield:

24" projection

10 gauge, A-572 GR-50 steel reinforced with side plates at each end and two (2) bottom gussets

Front panel:

3/16" thick, Hardox 450 steel

205,000 psi yield strength steel minimum

For better weight distribution, the upper section of the front panel shall include a built-in "doghouse" for attachment of front lift telescopic hoist

Discharge gate shall be fabricated of 3/16" thick, 400F steel and operated by a manual screw jack with handle extended to side of body for ease of access.

Tailgate:

3/16" thick, Hardox steel

205,000 psi yield strength steel minimum

Reinforcement: Three (3) horizontal and two (2) vertical rectangular tubes 5" x 4" x 1/4" thick

The tailgate shall include a 6° slope to assist in the closing of the tailgate when the truck is on an incline (bodies equipped with straight tailgates will not be accepted)

The tailgate shall be provided with two adjustable chains to permit controlled spreading by the tailgate—Single Barn Door Swing gate that will hinge on curb side of body.

One Tailgate chute in center of tailgate.

Air operated tailgate utilising air booster and spring assembly. Must be an adjustable over-centre type locking mechanism design

Sides:

3/16" thick, Hardox 450 steel

205,000 psi yield strength steel minimum

Side panels utilise a "U" shape for ease of material flow to main conveyor

Upper section of side panels to be supported by full length 3" x 3" x 3/16" thick square tubing

Full length fenders on both sides, fabricated from 10 gauge A572 GR-50 steel,

Underside of fenders shall be supported by 10 gauge thick triangular type gussets attached to the body long-members

Longitudinal Conveyor

Inside conveyor width: 26 3/4"

Chain links are protected on the top through the extension of the side panels.

Replaceable conveyor floor fabricated from 3/16" thick, 400F, hi-tensile, 180,000 psi yield strength steel minimum

Unit shall also include a removable conveyor cover manufactured from

3/16" thick, 400F, hi-tensile, 180,000 psi yield strength steel minimum

The distance between the top of the floor and the bottom of the long-members shall be 13 1/4"

An access door located in the center of the rear apron shall be provided to allow easy access to and replacement if necessary of the chain, shaft and sprockets

Driving mechanism:

Front discharge main conveyor chain

Self-cleaning type pintle chain - D-88-K (no substitute)

Chain width: 23 3/4" centre to centre

Bar flites: 3/8" thick x 1 1/4" wide

Chain capacity: 49,000 lb. minimum

Front and rear sprocket, 8 tooth

Drive shaft: 2" diameter minimum fabricated from high-resistance stress proof steel

Idler shaft: 1 1/4" diameter stress proof steel

Bearings: self-lining and greaseable.

Tension of chain shall be accomplished by two grease adjustable actuators.

(Screw adjustment or automatic chain type tensioners are not acceptable)

Chain shall be driven by a planetary drive gear reducer with a 24.7:1 ratio

(Only planetary drive gear reducers will be accepted)

Hydraulic motor shall be attached to the planetary drive mechanism: 10 cu. in. displacement minimum

Transversal conveyor:

Material shall be transferred to a front left mount chute and spinner assembly (attached ahead of the rear wheels) through a cross conveyor utilising a pintle chain (Auger type or rubber belt conveyors are not acceptable)

Transversal conveyor must be an integral component of the "U" shaped body, attached to the long-members – other designs that incorporate a subframe required to raise the body in order to install a cross conveyor mechanism will not be acceptable – attachment location shall be behind the front lift telescopic hoist so as not to increase the overall length of the dump body

Inside dimensions of transversal conveyor - 15 1/2" wide x 66" long

Self cleaning type pintle chain: D662

Chain must have a minimum tensile strength of 17,000 lbs.

Bar flites: 1/4" thick x 1" wide

Chain width: 12 3/4" centre to centre

Front and rear sprocket shall be ductile cast-iron

6 tooth minimum

Front and rear shafts - 1" diameter manufactured from AISI C-1020 steel

Bearing: self-lining and greaseable.

Tension of chain: provided by two grease adjustable actuators

Transversal conveyor chain driven by 17.9 cu. in. hydraulic motor

Chute

Chute to be fixed to the transversal conveyor

Material: Tenelene for ease of material flow and corrosion resistance.

Tenelene shall be supported by stainless steel backing reinforcement plates .

Spinner assembly:

Urethane spinner disc with fixed fins 17 ¼" diameter minimum

Sealed spinner shaft with height and width adjustment

Height adjustment shall be from 20" to 32" from the bottom of the conveyor to the top of the spinner disc

Shaft includes two embedded self-greasing ball bearings

3.2 cu. in. hydraulic motor is attached to top of shaft.

Front lift telescopic hoist:

Model CS-90-4-2

The hoist shall be double acting, single acting hoist will not be accepted

Piston rod: The rod and gland nut shall be salt bath nitrated with ARCOR-N treatment and provide a minimum of two (2) years corrosion warranty (neutral salt spray resistance

ASTM B117 class 10). The seals shall be Busak-Shamban made with polymer Zurcon®.

NO EXEMPTION

Cradle for the front lift hoist is attached to a 3/8" thick steel mounting plate

Body to include the following:

Greaseable rear hinge with minimum 1¾" diameter pin manufactured from cold rolled steel - Telescopic hoist support (cradle) with grease fittings

Ladder mounted front left side

Set of four (4) rubber mud flaps

Paint:

Body to be sandblasted

A two (2) part epoxy primer must be applied before finish paint

Paint body to match chassis cab

CUSTOM CHEEKPLATE HITCH:

The plow frame shall be designed so as to keep the plow attachment points as close to the front of the truck as feasible. The custom truck attachment shall consist of minimum 1/2" side plates reinforced and bolted as far back on the truck frame as possible. The vertical risers of the "A" frame shall be from minimum 4" by 3" by 1/2" A-36 structural steel angle material. The horizontal member to which the base of the lift cylinder pins shall be a minimum of 4" by 4" by 1/2" angle boxed in with 1/4" by 5" bar. The hitch shall provide a minimum of three (3) plow drive heights on 30 - 1/2" push lug centers. The bottom of the hitch behind the connecting lugs shall be adequately braced and reinforced to transmit plowing forces to the truck frame. The hitch shall be designed to accommodate a front wing post of either patrol or full leveling design. The front hitch shall be of "power tilt" design locking pins provided. Hitch must be capable of full power tilt to allow for routine engine maintenance.

Meets above specifications yes no

Exceptions _____

PLOW LIFT CYLINDER:

The plow lift cylinder shall be a 4" bore by 10" stroke double acting design.

Meets above specifications yes no

Exceptions _____

FRONT WING POST ASSEMBLY (FOR PATROL WING):

The front wing mast shall be fabricated from an 8" I-beam of 18.4#/ft. Built into the top of the beam shall be a fixed sheave housing which shall incorporate a 6" O.D. malleable iron sheave turning on 1 1-3/8" cold drawn steel pin with grease fitting. The sheave shall be equipped with a graphite bronze bushing. The front mast shall be bolted to and supported by a 7" by 4" by 3/8" lower rectangular structural tube member extending from the cheek-plate hitch and shall be further supported by an upper horizontally mounted rectangular structural tube assembly. A 3" bore by 20" stroke double acting cylinder with 1/2" diameter 8 X 19 IPS wire rope revved over two (2) 6" O.D. malleable iron sheaves shall provide 40" of vertical lift. There shall be a "full-trip" wing "D" provided. 8" convex mirror on wing post.

Meets above specifications yes no

Exceptions _____

Hydraulic Rear Support

The rear support vertical beam shall be fabricated from a 7" x 4" x 3/8" rectangular tubing. This vertical beam shall be integrally welded to, and supported by, a horizontal member of 7" x 4" x 3/8" which is welded to a 1/2" thick H.R.M.S. mounting plate. A 1" thick H.R.M.S. stiffener plate shall be welded to the support and shall span the width of the truck frame. Further support shall be provided by an 8 gauge H.R.M.S. formed support plate and a diagonal member from 7" channel at 12.25 lb/ft.

There shall be a removable bracket that provides a connecting location for the lift cylinder and (2) possible locations for a single standoff arm. The standoff arm bracket shall be held in place by a 1" diameter cold rolled steel pin and a retaining pocket fabricated from 1/2" thick H.R.M.S. plate. The standoff arm and cylinder shall be pinned to (2) 1/2" thick H.R.M.S. ribs on the standoff arm bracket with 1 1/4" diameter cold rolled steel pins.

The bracket shall pin to a hydraulic cylinder and two (2) standoff arms. The cylinder shall be not less than a 3" diameter x 14 7/8" stroke double acting type. It shall attach between the mounting bracket and a sliding collar at the upper stand-off arm. Adjustable flow restrictors shall be installed between the hydraulic control valve and this cylinder so to provide for variation of speed. The cylinder shall be fitted with an integral counter balance valve at its base to protect against impact load and the possibility of the wing dropping due to pressure line failure.

Meets above specifications

yes

no

Exceptions _____

Wing Moldboard Specifications RH

The wing shall have an overall length of 12 feet, a nose height of 29", and a discharge height of 40-1/4". The moldboard shall be fabricated from 8 gauge H.R.M.S. sheet that has a minimum of 7 brakes in it to form a moldboard that has a curved profile, the top of which shall incorporate an integral channel shaped continuation (2 more brake) of the same so to enhance rigidity. The bottom cutting edge reinforcement shall be from not less than 6" x 4" x 3/4" structural angle with not less than (7) 1/2" reinforcing gussets welded along its entire length.

The moldboard shall be provided with not less than (8) vertical reinforcing ribs from 1/2" thick plate. 4 of the vertical reinforcing ribs (2 sets of 2 ribs) should be located at the discharge end of the moldboard, and should be located in a way to accommodate 2 pin up options for the standoff arms. There shall be 2 horizontal ribs also from 1/2" thick plate that ties in all 4 of the pin up ribs together horizontally on the top and bottom of the ribs. There shall also be 2 gussets at the very discharge end of the wing that reinforces the skin from bending. Additionally, the front nose portion of the wing shall include a selection of two (2) 1-9/16" diameter holes through a 1" thick steel plate for attachment to the hinge.

Included at the discharge end shall be a moldboard shoe. The wear plate shall be of 1-1/2" steel plate. A mounting plate and gussets from 1/2" plate steel shall be welded to the top of the wear plate to allow a 10° attack angle when the shoe is flat on the ground.

Meets above specifications

yes

no

Exceptions _____

WING ARMS:

The inner arms shall be fabricated from 2 – 1/8" solid bar stock. The outer arms shall be fabricated from 2 – 1/2" schedule 80 pipe. The upper arm will have a 3 – 3/16" O. D. by 19/32" diameter wing trip spring. It must be fabricated from alloy steel; the trip spring shall be a minimum of 29" long. Both upper and lower arms shall be equipped with a swivel to prevent damage to the arms when folding in tight to the chassis. The arms shall be adjustable in length from 55" to 75", the upper arm offering nine (9) positions and the lower arm offering nine (9) positions.

Meets above specifications yes no

Exceptions _____

POWER REVERSE TRIP-EDGE PLOW:

MOLDBOARD:

The moldboard shall be 11' long and 42" high inside, and shall extend at least 12" out over the cutting edge. The moldboard shall be fabricated from a one-piece structure of 8 GA. BRAKE FORMED STEEL SHEET, MOLDBOARD SKIN.

Eight (8) full-length one-piece reinforcing ribs fabricated from flame cut 1/2" plate shall be welded to the bottom backer angle and to the back of the upper moldboard angle. The bottom backer angle shall be fabricated from minimum 4" by 4" by 3/4" angle with 1/2" plate gussets. Three (3) hinge points, spanning 88", shall be provided for connection of the moldboard to the push frame. Replacement wear parts shall consist of a single 1/2" by 6" by 132" C1085 blade, two (2) abrasion resistant moldboard shoes and two (2) cast chilled malleable iron curb shoes, screw adj. mushroom shoes, rubber snow deflector.

Meets above specifications yes no

Exceptions _____

REVERSING FRAME:

The reversing frame shall be fabricated from 4" by 4" by 3/8" square structural tubing and 4" by 3" by 1/4" rectangular structural tubing gusseted at key stress points. 3/8" structural tube member of the reversing frame shall weld Three (3) connecting lugs spanning 88" to the 4" by 4". These lugs shall serve the dual purpose of carrying the thrust of the plow.

Meets above specifications yes no

Exceptions _____

REVERSING TABLE:

The reversing table shall be fabricated from 3/8" formed plates and 3/8" by 1- 1/2" bar stock gusseted at key stress points. The reversing table shall connect to the reversing frame with a 1- 15/16" diameter cold drawn steel pin through a 3 - 1/2" O.D. by 3/4" wall tube. Truck attachment lugs shall be of 1/2" plate set on 30 - 1/2" push lug centers. Provision shall be made for plow oscillation to allow the plow to follow road contour. The plow shall have a "level link" three-point chain lift mechanism, which shall allow the plow to be carried at any angle without the plow "listing" to one side. Plow shall connect to chassis with 1 - 1/4" pins.

Meets above specifications yes no

Exceptions _____

TRIP MECHANISM:

Shall be a single section trip-edge design. Shall consist of four (4) minimum 7/8" diameter alloy wire torsion springs with nineteen (19) active coils per spring. There shall have two (2) 51" long by 1 - 1/2" diameter hinge rods which slide through the springs and hinge lugs to support the trip-edge mechanism. There shall be two (2) adjustment arms, one (1) per side of the push-frame to allow the moldboard to be adjusted to differing plow attack angles.

Meets above specifications yes no

Exceptions _____

REVERSING MECHANISM:

The push-frame shall be equipped with two (2) 3 - 1/2" bore by 15" stroke DOUBLE ACTING reversing cylinders located within the reversing frame.

Positioning of the plow shall be by hydraulic action and the plow shall be capable of reversing from 35 degrees right to 35 degrees left. There shall be stops set at maximum reversing angle to prevent damage to the reversing cylinders. A cushion valve shall be provided, and installed on the push-frame, for protection of the hydraulic cylinders from shock loads.

Meets above specifications yes no

Exceptions _____

HYDRAULIC SYSTEM:

HYDRAULIC PUMP:

The hydraulic pump shall be a constant running Single Stage Gear P-50 The pump shall be driven by a minimum 1300 series SPICER drive shaft assembly. The pump shall be capable of an output of 45 GPM. @ 1800 RPM. (TANDEM GEAR HYDRAULIC PUMPS ARE NOT ACCEPPABLE.)

Meets above specifications yes no

Exceptions _____

OIL RESERVOIR :

There shall be a forty - (40) gallon frame mounted oil reservoir fabricated from minimum 8 gauge pickled and oiled sheet steel. The reservoir shall be equipped with a return line filter assembly, oil level sight gauge magnetic drain plug and vented 2" fill cap with integral strainer. The oil reservoir shall be installed on the passenger side of the chassis frame.

Meets above specifications yes no

Exceptions _____

VALVE ASSEMBLY:

Central Hydraulic System Valve (Rexroth M4-12)

The central hydraulic system valve shall be a high-pressure load-sensing valve of sandwich plate design and constructed of cast iron.
The valve shall be horizontally stackable and serviceable without disassembly.
It shall be rated for a maximum pressure of 5000 psi on the pump side and 6000 psi at the work ports.
The valve shall be rated for 40 GPM at the inlet and 34 GPM at the work ports.
The valve shall have one individual section for each function.
It shall have the ability to vary the working pressure for each individual work port by using built-in load sense reliefs.
It shall have built-in load-pressure compensation to allow simultaneous activation of functions.
The compensator spool shall be adjustable by adding or removing shims. This adjustment will allow any one spool to have three distinct flows.
The valve shall be capable of mechanical, pneumatic or electrical actuation.
The pressure, tank and work ports shall be top ported.
All work ports shall be SAE #12. The pressure port shall be SAE #16. The tank port shall be SAE #16 unless a midinlet is used then SAE #20.
For ease of service, all electrical solenoids or pneumatic actuators shall be on the same side of the valve.
All valving shall be mounted as one main valve assembly. Multiple valve assemblies are unacceptable.
Valve manufacturer shall be ISO 9001 and ISO 14001 certified.

HYDRAULIC VALVES;

Central hydraulic system valving shall be of mobile design to withstand exposure to de-icing chemicals and severe weather conditions. It shall be of cast iron construction-horizontally stackable and serviceable without disassembly. Each section must have built-in flow and pressure compensator to allow simultaneous operation regardless of any other system function. The hydraulic valve has the option of limiting the pressure at each work port. Valve must be rated at 40 GPM and 5000 PSI.

Sections for hoist shall be air operated. Plow raise, plow angle, wing toe, Wing heel,. All electric sections are to be pilot operated and have manual overrides.

All valving shall be mounted in one main valve assembly. Multiple valve assemblies are unacceptable.

The Valve shall be a Bosch/ Rexroth M4/12 to ensure complete system compatibility. The valve will consist of the following sections. (Layout below to be modified to fit exact requirements)

Inlet = Open Center

Hoist = DA AIR operated with 500 PSI LS relief of the A port full flow

Plow Raise DA Electric operated with manual override

Plow Angle DA Electric operated with manual override

Wing Toe DA Electric operated with manual override

Wing Heel DA electric operated with manual override

End Cover

Meets above specifications

yes

no

Exceptions _____

SPREADER VALVE:

A dual flow control valve shall be provided, piped from the Rexroth M4 Valve to the combination dump body/ material spreader body. Both male and female quick disconnects shall be provided along with appropriate caps and plugs furnished for all couplers. The valve shall be a FLUID CONTROL Model 2FF-12L (12-30) or approved equal.

Meets above specifications

yes

no

Exceptions _____

Pre-Wet delivery System.

<i>Comply with specification</i>	Yes	No
Pre-Wet system with TW 172 gallon reservoirs.		
Pre-wetting system shall dispense and measure amounts of calcium chloride, salt brine and / or other chemicals used in snow and ice control.	✓	
The system shall have two 86 gallon poly reservoir tanks for a total of 172-gals. mounted frame rail of chassis <i>OK</i>	✓	
All components used shall be non-ferrous, austenitic and / or corrosion resistant	✓	
The system shall be complete with pump, pump control, nozzles, hoses, tank fittings, wiring and mounting hardware as require and provided by one supplier	✓	
The electric pump shall be mounted near the liquid reservoir, in a enclosure.	✓	
The enclosure shall be mounted in a location that will not hinder normal spreader maintenance or operation.	✓	
A 5-PSI check valve shall be installed as close to the nozzles as possible to prevent siphoning of the liquid chemical.	✓	
Two nozzles shall be located inside the conveyor discharge box just above the conveyor chain.	✓	
Plumbing components shall be constructed of heavy-duty glass reinforced polypropylene or brass, except check valves.	✓	
The hose for the suction line to the pump shall be 3/4" EPDM. All pressure hoses shall be 1/2" EPDM.	✓	
A 3/4" filter with 304 stainless steel reinforced screen shall be installed in the suction line.	✓	

Meets above specifications yes no

Exceptions _____

HOSES:

All hoses shall be manufacturers standard sizes and shall be of a recognized manufacturer; AEROQUIP or equal. All suction and return lines shall meet or exceed a rating of SAE100R-4. All pressure lines shall meet or exceed a rating of SAE100R-5. All lines shall be run so that they do not interfere with either the exhaust system or driveline of the chassis. Lines shall be covered with flexible armor material where they may be chafed.

Meets above specifications yes no

Exceptions _____

CONTROLS:

CS-106 Operator Console for Body and Plow Control

Minimum Construction Standards:

The operator console shall be constructed of 16GA cold rolled steel and .1" thick 5032-H32 anodized aluminum. Plastic, nylon or fiberglass type consoles shall not be acceptable.

The cold rolled steel shall be treated with a textured powder coat finish. Console shall be constructed to meet the following EMC standards:

Electromagnetic Compatibility 100v/m load dump, ISO7637-2(2004), pulse 5

RF Immunity RF Immunity ISO 11452-2

400-1000MHz, 80% mod.
1kHz

1 GHz- 2 GHz, 80% mod. 1kHz

25v/m (Level 1 Severity)

Conducted Immunity ISO 7637-2 (2004)

System Pulse 1, 2a, 2b, 3b, 4

RF Emissions CISPR 25:2002-

08 30 MHz-

1GHz

acc. to 72/245/EC EN 55025

Electrostatic Discharge EN61000-4-2 ISO 10605

Contact +/- 8kv, air discharge +/-15kv

Meets above specifications

yes

no

Exceptions _____

Joysticks:

There shall be 2 Double axis proportional Hall Effect joysticks.

Body joystick shall have a mechanical shroud to prevent accidental activation of the body function. Shroud is optional for other functions.

The minimum and maximum output current for each axis of each joystick shall be configurable without the use of any external programming device.

The ramp value shall be configurable without the use of any external programming device.

The PWM dither frequency shall be configurable without the use of any external programming device.

Meets above specifications

yes

no

Exceptions _____

DEL-AIR CONTROL.

Del air control floor mount with safety lock out for dump hoist.

Meets above specifications

yes

no

Exceptions _____

Emergency or Park Feature:

There shall be a dedicated button that can be configured to activate multiple functions when pressed.

The button shall be configurable tany function.

The button shall be configurable to operate multiple functions simultaneously.

The direction of the function shall be configurable.

The speed of the function shall be configurable.

All configuration shall be performed without the use of any external programming device.

Meets above specifications yes no

Exceptions _____

Switches and Indicators:

There shall be provisions for the location of 3 rocker switches or 3 dual indicators or any combination of the two.

The rocker switches and indicators shall be IP68 rated.

The rocker switches shall be rated for 10 amps.

The rocker switches shall be rated to operate from -40 degrees Fahrenheit to +185 degrees Fahrenheit.

All rocker switches shall be led backlit.

Meets above specifications yes no

Exceptions _____

Diagnostics:

There shall be a bi-color On Board Diagnostic led that can flash various error codes. These error codes shall include but not be limited to the following:

- Analog out of range/non zero
- PWM fault: open or short
- MIN greater than MAX
- trim switch fault
- park switch fault

The flashing of the led shall indicate the channel where the error exists and which error is present.

Meets above specifications

yes

no

Exceptions _____

PLOW LIGHTS & AUXILIARY WORK LIGHTS:

The unit shall be equipped with a set of plow lights installed on the top cross member of the custom hitch truck attachment. Two (2) auxiliary work lights, one each side to be mounted on rear mud flaps aiming to rear of truck; Two (2) Wing lights to be mounted on top of front wing post, one (1) Spinner light and one (1) conveyor light. All auxiliary work lights shall be wired to the cab with 14 ga. wire each with separate switch grounded in cab.

ASPHALT PAN:

A heavy-duty 12" wide asphalt pan, shall be installed on the body.

BODY SIDE STEPS:

There shall be a ladder located at the front driver side of the body with grab handles.

ROOF LIGHT:

Amber Strobe light shall be installed on the chassis cab.

REAR BODY LIGHTING:

In addition to the standard chassis lighting there shall be a set of oval shaped LED stop/tail/turn lights installed in the rear corner posts of the dump body, oval-shaped L.E.D. amber strobes in rear corner post, Oval-shaped clear LED back-up lights in rear corner posts of body.

LOAD COVER:

The body shall be equipped with a PIONEER model EDD-1500 Electric load cover with wind deflector, asphalt tarp.

SPREADER BAR: Custom-made bolt-on type for rear of chassis.

TAILGATE CHUTES: There shall be one (1) chute in tailgate of combination body with up-lifting gate handles.

POLY FENDERS: Pair of poly fenders over rear drive axle tires

MUD FLAPS:

Rubber flaps shall be installed in front of and behind the rear axle tires. Flaps located forward of rear axle shall have anti-sail hardware.

RUBBER FLAP; A rubber flap to be installed behind the spinner disc of the combination dump body/spreader, from street side to curb side of chassis frame rail to help protect truck chassis from material discharge.

Meets above specifications

yes

no

Exceptions _____

PLOW:

The plow shall have a 12" rubber snow deflector.

EXTENDED GREASE KIT:

Extended grease kit for side-tilt hinge of combination body.

PAINTING:

The body shall be painted to match chassis cab. The plow/wing attachments shall be painted gloss black. The plow and wing moldboards shall be painted Omaha orange.

INSTALLATION:

All equipment shall be installed in a professional manner with proper hydraulic fluids furnished.

LIGHTS:

In addition to those items already mentioned all DOT required clearance lights and/or reflectors shall be installed on the body.

Meets above specifications

yes

no

Exceptions _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder further certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

Bidder Name and Address: Amthor Welding Service Inc
20 Osprey Lane
Gardiner NY 12525

Signature (Authorized): BY: [Signature]

Title: Director of Operations

Date: 4-12-18

CERTIFICATE OF COMPLIANCE
WITH GENERAL MUNICIPAL LAW
SECTIONS 103-a AND 103-b
GROUND FOR CANCELLATION OF CONTRACT BY MUNICIPAL
CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, a. such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and b. any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Section 103a and 103b of the General Municipal Law.

In acknowledgment of the above:

Amthor Welding Service Inc.
Bidder's Business Name

Todd Widmark

By: [Signature]

Title: Director of Operations

Date: 4-12-18

The undersigned certifies that the bid submitted for the Equipment, is in full conformance with the specification.

YES NO If non conformance is indicated the bidder shall include a detail explanation of the non conformance in an attachment to the bid.

Name of Bidder: Amthor Welding Service Inc.

Manufacturer of Snow Plow/and Wing. VIKINS

Manufacturer of Combination Dump Body. TENCO

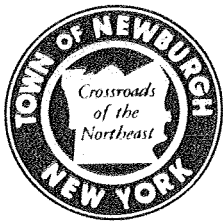
Manufacturer of Sander Controls. PERCOTT 2FF-12-L VANE
PERCOTT - Controls

Installed
Price per Unit for above Equipment \$ 92,689.00

Price per Unit in words.
Ninety Two Thousand Six Hundred Eighty Nine Dollars ^{XX}₀₀

If, in the sole opinion of the Town of Newburgh Highway Dept. the equipment submitted for this bid is not equal or superior to the equipment specified, or the requirements of the specification or proposal are not met, the bid will be rejected. The Town of Newburgh reserves the right to reject any or all bids deemed not satisfactory for the needs of the Town.

All bids must be accompanied by a statement of non-collusion as required by Section 103-d of the General Municipal Law of the State of New York.



TOWN OF NEWBURGH

15

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor and Town Board
From: Ronald E. Clum, Town Accountant
Date: April 30, 2018
RE: Opening NYCLASS Accounts

The current economic environment is changing and interest rates have steadily been increasing over the last few quarters. In that regard I have reached out to NYCLASS (A cooperative investment pool) to inquire about opening up an account(s) to invest approximately \$6 million.

I also reached out to Mark Taylor to which he drafted the attached resolution to execute the NYCLASS agreement, which is also attached to this memo.

Once this resolution is approved I will start the process to have all other NYCLASS documents to be prepared and signed and start the process of moving funds over to them to invest.

If you have any questions please feel free to contact me.



MEMORANDUM

C

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: NYCLASS COOPERATIVE INVESTMENT AGREEMENT
OUR FILE NO. 800.1 (B)() (2018)

DATE: APRIL 20 2018

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

In accordance with Town Accountant Ronald Clum's request, enclosed please find the following draft Resolution for the Town Board's consideration:

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

**RESOLUTION TO AUTHORIZE COOPERATE INVESTMENT AGREEMENT;
NEW YORK COOPERATIVE LIQUID ASSETS SECURITY SYSTEM
("NYCLASS")**

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

Also enclosed is a copy of the Municipal Cooperation Agreement amended and restated as of March 14, 2014

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

COUNSEL
Stephen P. Duggan, III
John K. McGuirk
OF COUNSEL
Craig F. Simon
Irene V. Villacci

MCT:sel
Enclosures
cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

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 ___th day of May, 2018 at 7:30 P.M., Prevailing Time.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION TO AUTHORIZE COOPERATIVE INVESTMENT AGREEMENT:
NEW YORK COOPERATIVE LIQUID ASSETS SECURITY SYSTEM ("NYCLASS")

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

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (Section 119-o) empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town, and villages and districts] to enter into, amend, cancel, and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers, and duties on a cooperative or contract basis; and

WHEREAS the Town of Newburgh wishes to invest portions of its available investments funds in cooperation with other corporations and/or districts pursuant to a municipal cooperation agreement; and

WHEREAS the Town of Newburgh wishes to assure the safety and liquidity of its funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

That Gilbert J. Piaquadio, Supervisor of the Town of Newburgh, is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of Town of Newburgh.

Key Contact Signature

Gilbert J. Piaquadio

Printed Name

Date

Supervisor

Title

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The motion was thereupon declared duly adopted.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

Cooperative Liquid Assets Securities System
MUNICIPAL COOPERATION AGREEMENT
Pursuant to New York General Municipal Law,
Articles 3-A and 5-G
AMENDED AND RESTATED
AS OF MARCH 14, 2014

Among
THE DISTRICTS AND MUNICIPAL CORPORATIONS
THAT HAVE ADOPTED THIS AGREEMENT
as Participants

TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS	
ARTICLE II.	CONTRIBUTIONS, ADJUSTMENTS AND PAYMENTS	
2.1.	GENERAL	4
2.2.	CASH CONTRIBUTIONS	4
2.3.	OTHER CONTRIBUTIONS	4
2.4.	ADJUSTMENTS	5
2.5.	PAYMENTS	5
2.6.	SUSPENSION OF REQUESTS; POSTPONEMENT OF PAYMENTS	6
2.7.	RECORDS	6
2.8.	CONFIRMATION	6
ARTICLE III.	THE LEAD PARTICIPANT	
3.1.	TERM	7
3.2.	RESIGNATION	7
3.3.	FUNCTION	7
3.4.	LEAD FISCAL OFFICER	7
ARTICLE IV.	THE GOVERNING BOARD	
4.1.	GENERAL	8
4.2.	TERMS AND ELECTION OF GOVERNING BOARD MEMBERS	8
4.3.	VACANCIES ON THE GOVERNING BOARD	8
4.4.	POWERS AND RESPONSIBILITIES OF THE GOVERNING BOARD	9
4.5.	DELEGATION OF POWER	9
4.6.	INVESTMENT POWERS	9
4.7.	TRANSACTIONS INVOLVING AFFILIATES	10
4.8.	NO BORROWING	10
ARTICLE V.	REPRESENTATIONS AND WARRANTIES	
5.1.	DISRICT OR MUNICIPAL CORPORATION	11
5.2.	APPROVALS	11
5.3.	HEARINGS, REFERENDA AND CONSENTS	11
5.4.	EXECUTION, ENFORCEABILITY	11
5.5.	ACCURACY OF CERTIFICATES	11
ARTICLE VI.	COVENANTS	
6.1.	SOURCE OF CONTRIBUTIONS	11
6.2.	TRUTH OF REPRESENTATIONS	11
6.3.	RESIGNATION OF LEAD PARTICIPANT	11
6.4.	SUPPLEMENTAL INFORMATION	11

NYCLASS		
MUNICIPAL COOPERATION AGREEMENT		
6.5.	NOT A MONEY MARKET FUND	12
ARTICLE VII. PARTICIPANTS		
7.1.	GENERAL	12
7.2.	ADMISSION	12
7.3.	WITHDRAWAL	12
7.4.	FORCED WITHDRAWAL	12
ARTICLE VIII. STATEMENTS AND REPORTS		
8.1.	MARKET VALUATION	13
8.2.	REPORTS	13
ARTICLE IX. THE INVESTMENT ADVISOR		
9.1.	APPOINTMENT	13
9.2.	SUB-INVESTMENT ADVISORS	13
9.3.	FUNDS	14
9.4.	SPECIAL SUB-ACCOUNTS	14
ARTICLE X. THE ADMINISTRATOR		
10.1.	APPOINTMENT	15
10.2.	SUCCESSORS	15
ARTICLE XI. AMENDMENT AND TERMINATION		
11.1.	AMENDMENT	15
11.2.	STREAMLINED STEPS FOR CERTAIN AMENDMENTS	15
11.3.	TERMINATION	16
ARTICLE XII. MISCELLANEOUS		
12.1.	GOVERNING LAW	17
12.2.	COUNTERPARTS	17
12.3.	RELIANCE BY THIRD PARTIES	17
12.4.	PROVISIONS IN CONFLICT WITH LAW	18
12.5.	GENDER; SECTION HEADINGS	18
12.6.	NO ASSIGNMENT	18
12.7.	NO PARTNERSHIP	18
12.8.	CONSTRUCTION OF POWERS	18
12.9.	NOTICE	18
EXHIBIT A		20

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

MUNICIPAL COOPERATION AGREEMENT made pursuant to New York General Municipal Law, Articles 3-A and 5-G (collectively, the "Act"), amended and restated as of October 20, 1999 and further amended April 23, 2012, by and among the Village of Potsdam and each district and municipal corporation, as defined in the Act, that enters into this Agreement pursuant to the Section 8.1. hereof (collectively, together with the Village of Potsdam, the "Participants").

WITNESSETH:

WHEREAS, each Participant wishes to invest a certain portion of its available investment funds in cooperation with the other Participants in one or more of the several investment funds to be created herein to enhance its investment returns, assure the safety and liquidity of its invested funds and strictly limit its potential liability under or in connection with this Agreement;

WHEREAS, each Participant is a district (including, but not limited to, a school district or a board of cooperative educational services) or municipal corporation as defined in Section 119-n of the Act;

WHEREAS, the Act empowers districts and municipal corporations to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, this Agreement has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the chief fiscal officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda and obtained all necessary consents of government agencies and has satisfied all other requirements applicable to the making of contracts;

WHEREAS, the Participants include all of the Participants under the Municipal Cooperation Agreement made pursuant to New York General Municipal Law, Article 5-G, Section 119-o, as of September 19, 1989, amended and restated as of July 20, 1992, amended and restated as of October 30, 1999, and as amended April 23, 2012, by and among the Participants which have approved this amendment and restatement thereof and additional districts and municipal corporations which have determined to enter into this Agreement subsequent to the date of its amendment and restatement;

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each Participant hereby acts and agrees (but without prejudice to any rights previously accrued pursuant to the Agreement as heretofore in effect) as follows:

**ARTICLE I.
DEFINITIONS**

“Administrator” means any Person or Persons appointed, employed or contracted with by the Governing Board pursuant to Section 4.4 (b) hereof.

“Affiliate” means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

“Balance” for each Participant means an amount initially equal to zero that is adjusted pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participants, expenses and investment results.

“Business Day” means a day on which banks are not required or authorized by law to close in New York City.

“Chief Fiscal Officer” or “Fiscal Officer” of a Participant means, at any time, the fiscal officer of such Participant who is, at such time, charged by such Participant with the custody, investment and administration of funds. For purposes of this Agreement, each Participant shall be deemed at any time to have only a single Fiscal Officer.

“Cooperative Investment Agreement” or “Agreement” means this temporary investment of moneys by more than one municipal corporation pursuant to a Municipal Corporation Agreement entered into in accordance with the provisions of the Act.

“Contribution Procedures” means the procedures for making contributions to the Investment Property adopted from time to time by the Governing Board.

“Custodian” means any Person or Persons appointed, employed or contracted with the Lead Participant pursuant to Section 3.3 (b) hereof.

“Custody Agreement” means the agreement between the Lead Participant and a Custodian as the same may be amended from time to time.

“Fund” means a group or category of Permitted Investments established, maintained and liquidated from time to time by the Chief Fiscal Officer pursuant to the Services Agreement and the Custody Agreement.

“Governing Board” shall administer the provisions of this Agreement and has the powers set forth in Article IV hereof.

“Investment Advisor” means any Person or Persons appointed, employed or contracted with by the Governing Board pursuant to Section 4.4 (b) hereof

“Investment Policy” means the investment policy related to a Fund and the auditing procedures set forth in Exhibit A as the same may be amended from time to time pursuant to Section 11.2 hereof.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

"Irrevocable Letter of Credit" means an irrevocable letter of credit issued in favor of every Participant in the Agreement by a bank whose commercial paper and other unsecured short-term debt obligations (or, in the case of a bank which is the principal subsidiary of a holding company, whose holding company's commercial paper and other unsecured short-term debt obligations) are rated in one of the three highest rating categories (based on the credit of such bank or holding company) by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

"Investment Liability" means any liability (whether known, unknown, actual, contingent or otherwise) incurred in connection with the Investment Property pursuant to this Agreement.

"Joint Agreement" means any agreement entered into by the Governing Board pursuant to this Agreement.

"Investment Property" means any and all property, real, personal or otherwise, tangible or intangible, comingled within a Fund, which is transferred, conveyed or paid to the account of the Lead Participant by any Participant pursuant to Section 2.2 or 2.3 hereof and all proceeds, income, profits and gains therefrom that have not been distributed to a Participant pursuant to Section 2.5 hereof, used to discharge a Liability or offset by losses and expenses.

"Investment Property Value" means the value of any Investment Property net of the amount of the Investment Liabilities as determined pursuant to Section 2.4 hereof and the Valuation Procedures.

"Laws" means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established-by any thereof.

"Lead Fiscal Officer" means, at any time, the Fiscal Officer of the Lead Participant at such time.

"Lead Participant" means any Participant that consents to acting as Lead Participant, but solely in its capacity as Lead Participant hereunder, and not individually, that is nominated as Lead Participant and is appointed by a majority of the Governing Board and is appointed by an amendment hereto as provided in Section 11.2.

"Payment Procedures" means the procedures for requesting payments out of the one or more of the Funds as adopted from time to time by the Governing Board.

"Permitted Investments" means the types of investments set forth under the heading "Legally Permitted Investments" in Exhibit A hereto, as the same may from time to time be amended in accordance with this Agreement and held, unless registered, only in a bank or trust company located and authorized to do business in the State in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country or a foreign branch of the Custodian or in a United States bank's office or branch located in a foreign country.

"Person" means any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department or agency of any government.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

“Services Agreement” means the agreement between the Governing Board and the Administrator and/or Investment Advisor, as the same may be amended from time to time, providing for administrative and investment advisory services to the Governing Board.

“Total Balances” means the aggregate total of the Participants’ Balances within a Fund.

“Valuation Procedures” means the procedures for determining the Investment Value adopted from time to time by the Governing Board.

**ARTICLE II.
CONTRIBUTIONS, ADJUSTMENTS AND PAYMENTS**

2.1. **General.** Except as otherwise provided in this Agreement:

(a) no Participant shall have any beneficial interest in the Investment Property, including earnings;

(b) no Participant can be called upon to share or assume any Investment Liabilities, including losses in connection with the Investment Property, or suffer an assessment of any kind by virtue of its being a Participant;

(c) no Participant is entitled to any preference, preemptive, appraisal, conversion or exchange rights of any kind in connection with this Agreement or the Investment Property;

(d) no Participant shall have any right to call for any partition or division of any Investment Property; and

(e) each Participant’s rights under this Agreement shall be personal property giving only the rights specifically set forth in this Agreement.

2.2. **Cash Contributions.** Unless otherwise determined by the Governing Board, each Participant may, from time to time, increase its Balance by making a payment to the Custodian for the account of the Lead Participant in accordance with the Contribution Procedures. Each time that a Participant makes such a payment, its Balance shall be increased (as of the time specified in the Contribution Procedures) by the amount of such payment. The minimum amount that may be contributed pursuant to this section 2.2 at any one time shall be the minimum contribution specified in the Contribution Procedures.

2.3. **Other Contributions.** Each Participant may, from time to time, if previously approved by the Governing Board, transfer to the Custodian, for the account of the Lead Participant property of a type other than cash that is a Permitted Investment. Each such transfer must be made in accordance with the terms and conditions specified by the Governing Board. Each time that a Participant makes such a transfer, it shall receive a written confirmation of such transfer and its Balance shall be increased by the amount, or according to the formula, specified by the Governing Board. Any approval by the Governing Board in connection with this Section 2.3 shall be made in the sole discretion of the Governing Board and may specify such terms and conditions as the Governing Board may deem to be in the best interests of the Participants taken as a whole, as evidenced by its adoption thereof.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

2.4. **Adjustments.**

(a) Immediately upon the determination of the Investment Value on each Business Day pursuant to Section 2.4 (b) hereof or from time to time pursuant to Section 2.4 (c) hereof, the Participants' Balances shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the Total Balances shall be equal, as nearly as practical, to the Investment Value as so determined.

(b) The Investment Value shall be determined once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(c) In addition, the Governing board may determine the Investment Value in the manner provided in the Valuation Procedures at or as of any additional time that the Governing Board may deem to be appropriate, as evidenced by its so doing.

(d) For purposes of calculating the Investment Value, the amount of any uncertain or contingent Investment Liability shall be deemed to be equal to the amount of the reserve, if any, against such Investment Liability that has been approved from time to time by the Governing Board.

(e) For purposes of calculating the Investment Value, if the value of any part of the Investment Property is uncertain, the value of such part of the Investment Property shall be deemed to be equal to the amount determined from time to time by the Governing Board.

(f) A Participant's Balance can also be adjusted as provided in section 2.7 hereof.

2.5. **Payments.**

(a) Subject to the terms and conditions of the Agreement,

(i) each Participant shall have the right from time to time to request, in accordance with the Payment Procedures, the payment of it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request; and

(ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid, out of the Investment Property, to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Governing Board may from time to time, in its discretion, pay to a Participant, out of the Investment Property, any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.

(c) Whenever any payment is made to, or on behalf of, any Participant out of the Investment Property, such Participant's Balance shall be reduced by the amount of such Payment.

2.6. **Suspension of Requests; Postponement of Payments.**

(a) Each Participant agrees that the Governing Board may, without prior notice, temporarily suspend the Participants' right to request payments out of the Investment Property or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in the securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been established on such exchange or market, (ii) a general banking moratorium shall have been declared by federal or New York State authorities or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the judgment of the Governing Board, impracticable (a) to dispose of the Investment Property because of the substantial losses which might be incurred or (b) to determine the Investment Value in accordance with the Valuation Procedures. Each Participant shall be immediately notified by telephone or telegraph in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Governing Board, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Governing Board declares the suspension or postponement at an end, such declaration to occur on the first day on which the period specified in clause (i) or (ii) above shall have expired; and (b) the end of the first day on which the Governing board no longer reasonably believes that the period specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

(b) Each Participant and the State Comptroller will receive immediate notification of any event or circumstance that may require a deferral of distributions or may cause investment losses not anticipated by the Investment Policy and of any other material adverse event relating to the investments made under this Agreement.

2.7. **Records.** The Governing Board shall, or shall cause the Administrator to collect, and to maintain for three years (or such longer period as may be required under any applicable Laws), written records of all transactions affecting the Investment Property or the Balances, including, but not limited to: (a) contributions by and payments to or on behalf of Participants; (b) acquisitions and dispositions of Investment Property; (c) pledges and releases of collateral securing the Investment Property; (d) determinations of the Investment value; (e) adjustments to the Participants' Balances; and (f) the current Balance for each Participant. There shall be a rebuttable presumption that any such records are complete and accurate.

2.8. **Confirmation.** Each Participant shall receive written confirmation of each contribution made by or distribution made to the Participant no later than the following business day after which the contribution or distribution occurs.

**ARTICLE III.
THE LEAD PARTICIPANT**

3.1. **Term.** The Lead Participant shall continue to serve as Lead Participant until it resigns pursuant to this Article III, it withdraws from this Agreement pursuant to Section 7.3 hereof or this Agreement is amended (pursuant to Section 11.2 hereof) to name a new Lead Participant.

3.2. **Resignation.** The Lead Participant may resign as Lead Participant only upon giving at least ninety-day's written notice of such resignation to the Governing Board.

3.3. **Function.**

(a) Monies to be invested pursuant to this Agreement and the investments made pursuant to this Cooperative Investment Agreement shall be held in the custody of the Lead Participant on behalf of all Participants. Monies or investments held in the custody of the Lead Participant shall not be commingled with other monies or investments of the Lead Participant.

(b) The Lead Participant shall at all times employ as Custodian a bank or trust company that qualifies under applicable New York Law as a custodian for investments of Participants and has been approved by both the governing Board and the board of the Lead Participant. The Lead Participant may also authorize the Custodian to employ one or more Sub-Custodians from time to time that qualify under applicable New York Law as custodians for investments of Participants and have been approved by the Governing Board.

3.4. **Lead Fiscal Officer.** The Lead Participant shall perform any and all of its duties under this Agreement through the Lead Fiscal Officer, and every decision made or action taken by the Lead Fiscal Officer in the name of the Lead Participant shall be for and on behalf of the Lead Participant acting on behalf of all the Participants. The Lead Participant hereby expressly authorized the Lead Fiscal Officer to take such actions in the name of and on behalf of the Lead Participant as he shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board may require the Lead Fiscal Officer to be bonded upon such terms as it deems appropriate.

**ARTICLE IV.
THE GOVERNING BOARD**

4.1. General.

(a) This Agreement shall be administered by a Governing Board. The numerical membership of the Governing Board shall be not less than ten percent of the total number of Participants in the Agreement as of April first of each year; provided, however, that in no event shall the numerical membership be less than three, except in those instances where this Agreement has only two Participants, in which event the membership of the Governing Board shall be two; and provided further that in no event shall the numerical membership of the Governing Board be more than fifteen. All Governing Board members shall be Chief Fiscal Officers of Participants or such other officers or employees of Participants having knowledge and expertise in financial matters.

(b) A quorum of the Governing board members must be present to transact any Governing Board business. Two-thirds of the membership shall constitute a quorum. To transact any business or exercise any power, the Governing Board shall act by a majority vote of the members present at any meeting at which a quorum is in attendance. A member of the governing Board may designate a representative to attend meeting, vote or otherwise act on his or her behalf. The Governing Board shall meet at least quarterly at dates and times to be established by the Governing Board.

(c) All Governing Board members must have an appropriate bond or undertaking in an amount to be determined by the Governing Board. The cost of such bond or undertaking shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement.

(d) No Governing Board member may receive compensation for service as a Governing Board member, but may be reimbursed for actual and necessary expenses incurred in the performance of his or her official duties as a Governing Board member.

4.2. Terms and Election of Governing Board Members. Of the initial Governing Board members, one-third shall serve one year terms, one-third shall serve two year terms, and one-third shall serve three year terms. Thereafter, all Governing Board members shall serve three year terms. An annual election shall be held for those members whose terms have expired. The election of the initial Governing Board members shall be held eighty five days after the date on which the participants enter into this Agreement. Thereafter, the governing Board shall establish an annual date for the election. All Participants shall be given at least thirty days' notice of an election and the opportunity to vote by mail, proxy, or electronic means as defined by the Governing Board. Candidates for Governing Board membership shall be nominated by the Participants they represent.

4.3. Vacancies on the Governing Board. If a member becomes ineligible for office because he or she is no longer the Chief Fiscal Officer or other officer or employee of a Participant or the municipal corporation he or she represents is no longer a Participant in the Agreement, or if for any other reason a member resigns or can no longer fulfill the obligations of membership, then the remaining members of the Governing Board may appoint an eligible Chief fiscal Officer to fill the

vacancy until the next annual election at which time the unexpired term of the vacancy shall be filled in the same manner as all Governing Board member positions.

4.4. Powers and Responsibilities of the Governing Board.

(a) The Governing Board shall have the following powers and responsibilities: (i) administering all aspects of this Agreement; (ii) entering into those contracts deemed appropriate to assist in the management of the Agreement; (iii) monitoring compliance with the investment policy established under this Agreement (iv) monitoring compliance with the maturity limitations established under this Agreement; (v) monitoring compliance with the reporting and disclosure requirements established under this Agreement; (vi) testing the investments made pursuant to this Agreement, at least once a month, for sensitivity to changes in interest rates. The Governing Board shall adopt a testing methodology that is reasonably designed to reliably quantify the effect of a change in interest rates on the market value of the investment portfolio; (vii) to secure an Irrevocable Letter of Credit in an amount sufficient to cover any potential losses as quantified pursuant to the testing described in part (vi) of this paragraph, the cost of such Irrevocable Letter of Credit to be deemed an expense incurred by the Governing board in administering the investments made pursuant to this Agreement; and (viii) should the Governing Board obtain a rating from a nationally recognized statistical rating organization, such rating and any subsequent changes therein shall be disclosed to each Participant.

(b) The Governing Board may procure the services of professionals such as an Administrator, Investment Advisor, Independent Auditor, Custodial Bank, and any other professional services it deems appropriate to assist the Governing Board in fulfilling its responsibilities under this Agreement, provided that: (i) the professionals who will render such service, individually and collectively, shall meet all qualifications deemed appropriate by the Governing Board; (ii) the procurement of such services shall be in compliance with Section 104-b of the General Municipal Law, subject to a request for proposal process at least every three years; (iii) the contracts for such services shall ensure compliance with the requirements of Sections 10 and 11 of the General Municipal Law; and (iv) the charges, fees and other compensation for any contracted serves shall be clearly stated in written service contracts.

4.5. Delegation of Powers. The Governing Board may delegate the daily responsibilities of making investments decisions pursuant to this Agreement to the Lead Fiscal Officer of the Lead Participant, provided that such delegation shall in no way relieve the Governing Board of its responsibilities under this Agreement, and provided further that such Lead Fiscal Officer has an appropriate bond or undertaking, the cost of which shall be deemed to be an expense incurred by the Governing Board in administering the investments made pursuant to this Agreement, in an amount to be determined by the Governing Board.

4.6. Investment Powers. The Governing Board is permitted to make Permitted Investments only in accordance with this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to make any and all Permitted Investments within the limitations of this Agreement that it, in its absolute discretion, shall determine to be advisable and appropriate as evidenced by its so doing, regardless of whether such investments may be held or retained by trustees or fiduciaries. The Governing Board shall have no liability for loss with respect to Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount, not considered proper for the investment of trust funds by trustees or other fiduciaries.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

4.7. **Transactions Involving Affiliates.** Any provision of this Agreement to the contrary notwithstanding, except to the extent restricted by any applicable Law or the Investment Guidelines:

(a) the Governing Board may approve, enter into and ratify transactions in which the Investment Advisor is acting as principal;

(b) without limiting the foregoing, the Governing Board may enter into transactions with any Participant, the Investment Advisor, the Administrator, the Custodian or any Affiliate, officer, director, employee or agent of any of the foregoing (except that in no event shall the Governing Board enter into any transaction with any of the officers, directors, employees or agents of any Participant, including, but not limited to, the Lead fiscal Officer) if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board, including a majority of the members then in office who are not Affiliates of any Person (other than the Participants as Participants) who is a party to the transaction and (ii) such transaction is, in the opinion of the Lead Fiscal Officer, as evidenced by a written declaration stating such opinion, on terms fair and reasonable to the participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Lead Fiscal Officer has knowledge) with organizations unaffiliated with the Participants or with the other Person who is a party to the transaction;

(c) In the absence of fraud, a contract, act or other transaction, made, done or entered into by the Governing Board pursuant to this Agreement (unless entered into with any of the officers, directors, employees or agents of any Participant, including, but not limited to, the Lead Fiscal officer), is valid, and no advisor, Participant or Affiliate, member of the Governing Board, officer, employee or agent of any of the foregoing (including, but not limited to, the Lead participant) shall have any liability by reason of one or more of such Persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with, such contract, act or transaction, or any party thereto, provided that such interest or affiliation is disclosed to the Governing Board and the Governing Board authorizes such contract, act or other transaction in writing; and

(d) any advisor, Participant or Affiliate, officer, employee, or agent of any of the foregoing may, in his personal capacity, or in a capacity as trusted, officer, director, stockholder, partner, member, agent, advisor or employee of any Person, have business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for such Person's own account or for the account of other Person(s). No Person shall have any obligation to present to the Governing Board any investment opportunity which comes to him in any capacity other than solely as advisor, Lead Fiscal Officer or Participant, even if such opportunity is of a character which, if presented to the Governing Board, could be taken by the Governing Board.

4.8. **No Borrowing.** Neither the Governing Board nor the Lead Participant shall have the power to borrow money or incur indebtedness under this Agreement.

**ARTICLE V.
REPRESENTATIONS AND WARRANTIES**

5.1. **District or Municipal Corporation.** Each Participant hereby represents and warrants to the other Participants that it is a municipal corporation or district as such terms are defined in the Act.

5.2. **Approvals.** Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its governing body.

5.3. **Hearings, Referenda and Consents.** Each Participant hereby represents and warrants to the other participants that it has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda and obtained all necessary consents of governmental agencies and satisfied all other requirements applicable to the making of contracts.

5.4. **Execution, Enforceability.** Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is binding upon and enforceable against such Participant.

5.5. **Accuracy of Certificates.** Each Participant hereby represents and warrants to the other Participants that each of the certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no material misstatements of fact or omissions that render them misleading to the Governing Board or any other Participant.

**ARTICLE VI.
COVENANTS**

6.1. **Source of Contributions.** Each Participant covenants that all contributions made to the Investment Property by it shall be from funds which it is permitted, pursuant to the provisions of the statutes, local laws, resolutions, ordinances, charters, code rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. **Truth of Representations.** Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.3 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. **Resignation of Lead Participant.** The Lead Participant covenants that it shall not resign as Lead Participant except in accordance with Section 3.2 hereof.

6.4. **Supplemental Information.** Each Participant covenants that if at any time any certificate delivered by it pursuant to this Agreement shall at such time be incomplete or false or contain material misstatements of fact or omissions that render it misleading (including, but not limited to, changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

6.5. **Not a Money Market Fund.** No Fund shall be operated at any time by the Lead Participant or the Governing Board under the provisions of any Third Party Agreement as a “Rule 2a-7-like money market fund” as that term is defined in 17 C.F.R. 270.2a-7.

**ARTICLE VII.
PARTICIPANTS**

7.1. **General.**

(a) Each Participant shall have an undivided interest in monies and investments held by the Lead participant on behalf of the participants in the proportion that the total amount of Contributions made by that Participant bears to the total amount of Contributions by all the Participants.

(b) Each Participant shall annually receive, and each prospective participant shall receive prior to their participation in the Agreement, an information statement that shall include the following: (i) a brief history of the Agreement; (ii) a description of the organization and terms of the Agreement, including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under the Agreement; (iii) a description of the investment objectives, policies and practices contained in the Agreement including those pertaining to liquidity, methodology for determining Participants’ interests, distribution of earnings and calculation of yield; (iv) a description of the current investments held under the Agreement; (v) a listing of any fees or charges to be incurred by Participants; (vi) a description of the required procedures for initiation and termination of participation in the Agreement and (vii) such other material statements which the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in the Information Statement

7.2. **Admission.** Each Participant (including, but not limited to, the Lead Participant) hereby expressly agrees that any district or municipal corporation (as defined in the Act) can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Lead participant an executed counterpart of this Agreement; and (e) delivering to the Lead Participant a certificate, in a form acceptable to the Lead Participant, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Lead Participant may require.

7.3. **Withdrawal.** Any Participant except the Lead Participant may withdraw from this Agreement at any time upon written notice to the Lead Participant and the Governing Board. The Lead participant may withdraw only upon at least ninety-day’s prior notice to all the other Participants. Upon its withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant’s Balance be paid to such Participant. No withdrawal shall become effective until such Participant’s Balance is equal to zero, and until such time, such Participant shall continue to possess all the rights, and to be subject to all the obligations, arising from this Agreement.

7.4. **Forced Withdrawal.** Any Participant that breaches any covenant contained in Article V hereof or for which any of the representations contained in Article VI hereof ceases to be true, shall be

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

deemed to have given a notice of withdrawal pursuant to Section 7.3 hereof immediately upon such breach or cessation, but shall not be deemed to have requested the payment of its Balance unless and until it either makes an actual payment request or the Governing Board makes a final determination that such a breach or cessation has occurred.

ARTICLE VIII.
STATEMENTS AND REPORTS

8.1. **Market Valuation.** The market value of investments made pursuant to this Agreement shall be determined at least monthly and whenever the method of valuation authorized by the Agreement does not accurately reflect the value of Participants' interests in such investments.

8.2. **Reports.**

(i) The Governing Board shall, or shall cause the Administrator to, deliver to all participants, at least once a year, a report detailing the following information from the preceding twelve months: (a) the portfolio of investments currently held pursuant to the Agreement, including, for each investment, the market value, time remaining to maturity, interest earned and realized, and unrealized gains and losses; (b) the overall investment results, yield and weighted average maturity; (c) a list of the fees paid for all professional services procured under the Agreement; and (d) a statement of all other expenses incurred by the Governing Board in administering the Investments made pursuant to the Agreement.

(ii) The Governing Board shall contract to have an independent certified public accountant conduct an annual audit of the activities undertaken pursuant to this Agreement, which audit shall be made in accordance with generally accepted auditing standards. A signed copy of such audit report shall be filed with the Governing Board within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to the State Comptroller and to each Person who is a Participant at the close of the period covered thereby.

(iii) Each Participant shall receive a monthly statement that sets forth the following information for the preceding month: (a) all activity by the Participant; (b) the value of the Participant's interest under the Agreement at the beginning and end of the month; and (c) an itemization of all investments held under the Agreement as of the end of the month, including the market value of each investment as of that date.

ARTICLE IX.
THE INVESTMENT ADVISOR

9.1. **Appointment.** The Governing Board is ultimately responsible for making all investment decisions regarding the Investment Property in accordance with the Investment Guidelines. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Advisor. The Investment Advisor may also serve as the Administrator and/or the Custodian.

9.2. **Sub-Investment Advisors.** The Governing Board may also authorize the Investment Advisor to employ one or more Sub-Investment Advisors from time to time. Any Sub-Investment

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

Advisor may perform such of the acts and services of the Investment Advisor, and upon such terms and conditions, as may be agreed upon between the Investment Advisor and such Sub-Investment Advisor.

9.3. Funds The Lead Participant shall cause the Custodian to establish a primary fund (the "Government Fund") for the investment of Investment Property of the Participants. The Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit A hereto. Notwithstanding anything in this Cooperative Agreement to the contrary, the Investment Advisor may, upon the direction of the Lead Participant and the Governing Board, direct the Custodian to establish other specially designated Funds, in addition to the Government Fund, with specified investment characteristics that may be more limited than the Investment Property, but may not be broader. The Investment Advisor, in concert with the Lead Participant, may cause the Custodian to establish any such Funds once the Board and the Lead Participant has approved in writing the investment characteristics of any such Funds. If established, any such Funds shall consist only of Permitted Investments, and the investment characteristics of each such Fund shall be set forth in a separate investment policy made an exhibit to this Cooperative Agreement, which exhibit shall be titled "Exhibit - A" with the applicable number being inserted in the blank, and discussed in an Information Statement to the Participants. The establishment of such Funds shall be deemed an amendment of this Cooperative Agreement as described in Section 11.2. According to the contribution and reporting procedures set forth in Section 2 and Section 7 hereof, a Participant may direct the Lead Participant to invest its monies in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor may cause to be maintained a separate rating on each such Fund. All provisions of this Cooperation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

9.4 Special Sub-Accounts. Notwithstanding anything in this Cooperation Agreement to the contrary, the Investment Advisor from time to time may propose to the Participants that the Participants establish specially designated, individualized sub-accounts within any Fund with investment, withdrawal, contribution or other characteristics different, but no broader, than those set forth in this Cooperation Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees as set forth in the Services Agreement. A Participant in its sole discretion may create such proposed special, individualized sub-accounts within any Fund. Any special sub-account that is created pursuant to this Section 9.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special sub-account are amended by the specific Participant having such sub-account. In order to amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special sub-account. Such investment policy may not be broader than the Investment Policy of Government Fund attached to this Cooperative Agreement as Exhibit A, or if a sub-account is created for a Government Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Government Fund and in no case shall it be broader than the investment policy contained in Exhibit A hereto. The establishment of such special sub-accounts and the amendment of the investment policy for such sub-account shall not be deemed an amendment

of the Cooperation Agreement. The Investment Advisor shall calculate the return realized by such special sub-accounts separate and apart from the returns realized by other sub-accounts maintained for other Participants

**ARTICLE X.
THE ADMINISTRATOR**

10.1. **Appointment.** The Governing Board is primarily responsible for the general supervision and administration of the Investment Property. However, the Governing Board is not required personally to perform all of the administrative tasks required under the Agreement and, consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board shall appoint an Administrator for purposes of this Agreement and may grant or delegate such administrative authority to perform ministerial functions to the Administrator or to any other person the services of whom are obtained by the Administrator; provided that no investment discretion can be delegated to the Administrator. The Governing Board may appoint one or more persons to serve jointly as Co-Administrators. The Administrator may also serve as the Investment Advisor and/or the custodian.

10.2. **Successors.** In the event that, at any time, the Administrator shall resign or shall be terminated pursuant to the provisions of the Services Agreement, the Governing Board may appoint a successor thereto in accordance with Section 11.1 and 11.2.

**ARTICLE XI.
AMENDMENT AND TERMINATION**

11.1. **Amendment.** This Agreement, including the Exhibits hereto, can be amended by the Participants from time to time as follows:

- (a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability.
- (b) The Governing Board shall promptly, and in any event within five business days, notify each Participant (i) of the terms of the proposed amendment, (ii) of the date on which such resolution was adopted, and (iii) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment.
- (c) Sixty (60) days after the date of the adoption of such resolution, each Participant shall be deemed to have given notice of withdrawal pursuant to Section 7.3 hereof, unless it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, to be provided by the Governing board, stating that the necessary actions have been taken for the Participant to approve the proposed amendment.
- (d) The proposed amendment shall become effective once the withdrawal of every Participant deemed to have given notice of withdrawal under Section 11.1 (c) in connection with the proposed amendment has become effective.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

11.2 Streamlined Steps for Certain Amendments. The provisions of Section 11.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Agent with another Participant consenting to serve as such, or to replace the Administrator or the Custodian, or to make related changes to the Agreement reasonably necessary or convenient to accommodate the Lead Agent, Administrator or Custodian (such as, without limitation, changes to responsibilities and compensation) which are, in the determination of the Governing Board, expected to be in the best interest of the Participants (such as creating Funds and instituting further restrictions to Investment Policy) taken as a whole, the procedures of this Section 11.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian or the Participant which is to become Lead Participant and the date upon which such amendment is to become effective. In lieu of establishing such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Executive Director shall promptly, and in any event within five (5) Business Days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each Participant. Participants who have not withdrawn by such time shall be deemed to have consented to such.

11.3. **Termination.** (a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto. This Agreement shall terminate automatically if:

- (i) at any time after October 20, 1999, there are fewer than two Participants; or
- (ii) this Agreement is not amended to name a new Lead Participant on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Participant would otherwise become effective.

(b) Upon the termination of the Agreement pursuant to this Section 11.3:

- (i) The Governing Board shall carry on no business in connection with the Investment Property except for the purpose of satisfying the Investment Liabilities and winding up its affairs in connection with the Investment Property;
- (ii) The Governing Board shall proceed to wind up its affairs in connection with the Investment Property, and all of the powers of the Governing Board, Lead Participant, the Lead Fiscal Officer and the advisors under this Agreement shall continue until the affairs of the Governing Board in connection with the Investment Property shall have been wound up, including, but not limited to, the power to fulfill or discharge obligations under the Investment Agreements, collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

Investment Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; and

- (iii) After paying or adequately providing for the payment of all Investment Liabilities, and upon receipt of such releases, indemnities and refunding agreements as the Governing Board deems necessary for its protection, the Governing Board may distribute the remaining Investment property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(c) Upon termination of this Agreement and distribution to the Participants as herein provided, the Governing Board shall execute and lodge among the records maintained in connection with this Agreement an instrument in writing setting forth the fact of such termination, and the Governing Board, Lead Participant, Lead Fiscal Officer, Participants and advisors shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Section 2.7 hereof shall survive any termination of this Agreement.

(d) If this Agreement is terminated pursuant to Section 11.3 (a) (ii) hereof, the resignation and/or withdrawal of the Lead Participant shall be postponed until the instrument contemplated by Section 11.3 (c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

**ARTICLE XII.
MISCELLANEOUS**

12.1. **Governing Law.** This Agreement is executed by the Participant and delivered in the State of New York and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of New York.

12.2. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by and such original counterpart.

12.3. **Reliance by Third Parties.** Any Person dealing with the Governing Board shall be entitled to rely upon a certificate executed by a Person who, according to the records maintained hereunder, appears to be a Governing Board member, with respect to any of the following matters: (i) the number or identity of advisors or Participants; (ii) the identity of the Lead Participant or the Lead Fiscal Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

12.4. **Provisions in Conflict with Law.** The provisions of this Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable Laws,

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the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended pursuant to Section 11.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted (including, but not limited to, selection of the Lead Participant, election of Governing Board members and the designation of advisors) prior to the discovery or removal of the Conflicting Provisions.

12.5. **Gender; Section Headings.** (a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

12.6. **No Assignment.** No Participant may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other Person, and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.7. **No Partnership.** Notwithstanding any provision hereof to the contrary, this Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute a partnership or any other Investment venture or association. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.8. **Construction of Powers.** In construing the provisions of Section 4.4 hereof, the presumption shall be in favor of a grant of power to the Governing Board. The Governing Board shall not be required to obtain any court order to deal with the Investment Property.

12.9. **Notice.** Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (a) shall be in writing, (b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Governing Board or via electronic mail and New York CLASS Web site posting, and (c) shall be deemed to have been given on the day of such mailing or posting.

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MUNICIPAL COOPERATION AGREEMENT

IN WITNESS WHEREOF, the Lead Participant has caused this Agreement to be executed in its name and on its behalf as of the date first written above.

Lead Participant

By
Name: S.W. Yungertus
Title: Mayor, Village of Potsdam

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

EXHIBIT A

This Investment Policy restricts the New York Cooperative Liquid Assets Security System (NYCLASS) portfolio to the following and such other investments as may be authorized in the future for Participants under State law:

- Any security issued by, fully guaranteed by, or for which the full credit of the United States Treasury is pledged for payment.
 - Obligations of the State of New York.
 - Obligations issued pursuant to section 24.00 or 25.00 of the local finance law (with the approval of the State Comptroller) by any municipality, school district or district corporation not participating in the Cooperative.
 - Special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in the State of New York, collateralized in accordance with the provisions of General Municipal Law, Section 10, or in accordance with all of the following conditions:
 1. The moneys are invested through a bank or trust company located and authorized to do business in New York.
 2. The bank or trust company arranges for the deposit of moneys in certificates of deposit in one or more banking institutions, as defined by section nine-r of the banking law, for the account of NYCLASS.
 3. The full amount of the principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation.
 4. The bank or trust company acts as custodian for NYCLASS with respect to such certificates of deposit issued for NYCLASS's account.
 5. At the same time that NYCLASS's moneys are deposited and the certificates of deposit are issued for the account of NYCLASS, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by NYCLASS through the bank or trust company.

Special time deposits may be maintained only with, and certificates of deposits may be purchased only from, creditworthy banks and trust companies.

- Repurchase agreements and tri-party repurchase agreements with member banks of the Federal Reserve System and/or dealers in U.S. Government Securities which have a short term issuer credit rating (actual or imputed) of at least A-1 by Standard & Poor's.

NYCLASS
MUNICIPAL COOPERATION AGREEMENT

No more than 25% of the portfolio may be invested overnight with any one counterparty, unless the counterparty is rated A-1+ by Standard & Poor's, then no more than 50% of the portfolio may be invested overnight with such a counterparty.

A Master Repurchase Agreement (e.g. The Bond Market Association standard agreement, 1996 version) and applicable NYCLASS annexes must be signed by all parties and on file prior to executing any transaction.

Tri-party repurchase agreements are permissible with NYCLASS Board approved counterparties and 3rd party custodians (acting for both the party and the counterparty). Written Tri-party custodian agreements (in addition to The Bond Market Association 1996 standard repurchase agreement) must be signed by all parties and on file prior to executing any transaction.

Collateral (purchased securities) shall be limited to the following and shall be indicated as such on Schedule 1 'Schedule of Eligible Securities' of the Tri-party custodian agreement: U.S. Treasuries (Bills, Bonds, Notes, Strips), GNMA I/II Others-Fixed Rate and GNMA I/II Others-Adjust Rate.

Term repurchase agreements ("TRA's") are considered eligible investments under the following conditions:

For TRA's between 2 to 5 business days:
A maximum of 10% of the portfolio with any one dealer

For TRA's with maturities of more than 5 business days:
A maximum of 5% of the portfolio.

TRA's shall not exceed 30 calendar days.

TRA's shall fulfill all requirements of the 1996 version of The Bond Market Association master repurchase agreement.

The Repurchase Agreements between NYCLASS and the various approved counterparties require that the aggregate market value of all Purchased Securities from any particular counterparty be at least 102% (the "Margin") of the aggregate Purchase Price of the Purchased Securities.

The Board recognizes that market fluctuations constantly increase or decrease the value of securities; that there is value in maintaining ongoing positive relationships between NYCLASS and the various counterparties; that accepted practice in the industry allows minor deviations from strict application of margins; and that there is a cost of changing collateral securing repurchase agreements. For those reasons, the Portfolio Manager may use discretion before directing that a counterparty supply Additional Purchased Securities until such time as the Margin falls below 101.5%. If the aggregate collateral level of the counterparty falls below 101.5%, the Portfolio Manager shall notify the counterparty to provide sufficient Additional Securities to restore the margin to at least 102%. The portfolio manager will require additional collateral to return the margin to at least 102% on the next business day.

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- The maximum maturity for any specific investment in the portfolio is 397 days and the weighted average maturity to reset cannot exceed 60 days.



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16
555 Hudson Valley Ave., Suite 101
New Windsor, NY 12553
T: 845.564.4495
F: 845.352-2611
www.maserconsulting.com

April 26, 2018

VIA HAND DELIVERY

Andrew J. Zarutskie
Town of Newburgh Town Clerk
1496 Route 300
Newburgh, NY 12550

Re: Mann Subdivision
Proposed Private Road Name
PB #2016-02
Town of Newburgh, Orange County, New York
MC Project No. 15001767B

Dear Mr. Zarutskie:

We are seeking to address the specific conditions of the resolution of approval from the Planning Board for the above referenced subdivision project. This project proposes a private road to access four (4) residential lots. As part of this resolution, we are to obtain approval from the Town Board for the name of the proposed private road. Attached please find a copy of the subdivision plan for your reference. On behalf of the applicant, below is a list of possible road names ranked by preference which we are seeking approval for;

1. Woodmann Lane
2. Terrier Lane
3. Parkview Lane

We are asking that you circulate the proposed names as required and provide us with correspondence of approval for one of the names listed above. If you have any questions, please feel free to contact me at 845.564.4495 ext. 3808.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Cory D. Robinson', is written over a horizontal line.

Cory D. Robinson, E.I.T.
Engineer

Enclosures

cc: David Rider (email)
Pat Hines (email)
File



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

914-564-4554
Fax 914-566-1432

Town Clerk

DATE: May 4, 2018

TO: Gerald Canfield Code Compliance Supervisor

FROM: ANDREW J. ZARUTSKIE, TOWN CLERK

RE: PROPOSED ROAD NAME

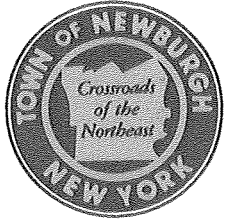
ATTACHED IS A REQUEST FOR APPROVAL OF A ROAD NAME.

PLEASE REVIEW AND MAKE THE NECESSARY EVALUATIONS. WE WILL NOT RECOMMEND SUBMISSION FOR TOWN BOARD ACTION UNTIL WE RECEIVE YOUR DECISION. OUR OFFICE WILL NOTIFY THE APPLICANT AND ALL INTERESTED DEPARTMENTS OF THE BOARD'S ACTION.

IN ADDITION, PLEASE COMPLETE THE BOTTOM OF THIS FORM AND THEN RETURN TO THIS OFFICE.

DECISION: Approved DATE: May 4, 2018
ACCEPTABLE ROAD NAME: Woodmann Lane
SECTION 28 BLOCK 1 LOT 12.1
PARCEL NUMBERS: _____ TO _____
FIRE DISTRICT: DLEC
LOCATION OF ROAD Lakeside rd.
SUB-DIVISION NAME Mann Subdivision

CODE COMPLIANCE SUPERVISOR



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: May 8, 2018

Re: Two (2) Full Time Police Officers

Please find attached a letter from Chief Campbell requesting the approval to hire Jennifer Ellis and Nicholas Eberwein as full time Police Officers. Approval will be pending the outcome of their Orange County physicals, drug and alcohol testing, fingerprints and completion of all paperwork. A proposed hire date is May 24th, 2018. Thank you in advance for your time in this matter.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL
CHIEF OF POLICE**

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

May 8, 2018

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Nicholas Eberwein as a full-time police officer at a starting rate of pay of \$59,690 per year. Nicholas Eberwein is a Town of Newburgh resident and is currently reachable on the Orange County Police Officer Eligibility List. A full background check has been completed and he is currently a certified police officer. I am requesting Nicholas Eberwein receive a start date effective on or after May 24, 2018 pending the results of his physical exam. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Nicholas Eberwein

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$59,690 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

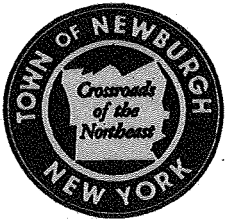
PROPOSED HIRE DATE: May 24, 2018 on or after

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


DEPARTMENT HEAD SIGNATURE

5/8/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

May 8, 2018

To: Newburgh Town Board


Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Jennifer Ellis as a full-time police officer at a starting rate of pay of \$59,690 per year. Jennifer Ellis is a Town of Newburgh resident and is currently reachable on the Orange County Police Officer Eligibility List. A full background check has been completed and she is currently a certified police officer. I am requesting Jennifer Ellis receive a start date effective on or after May 24, 2018 pending the results of her physical exam. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,


Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Jennifer Ellis

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: 59,690 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: May 29, 2018 on or after ATV

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


DEPARTMENT HEAD SIGNATURE

5/8/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT