

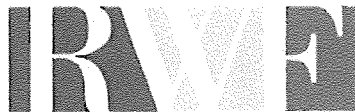
*Andrew J. Zarutskie
Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone: (845) 564-4554*

TOWN COUNCIL MEETING PUBLIC MEETING AGENDA

**Monday, November 23, 2015
7:00 p.m.**

- 1. ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA**
- 5. CENTRAL HUDSON:**
 - A. Confidentiality Policy**
 - B. LED Street Lighting**
- 6. DPW:**
 - A. Request for Bid: Cleaning and Maintenance Equipment**
 - B. Request to Purchase Ford F350**
 - C. Request to Bid Water Filtration Chemicals**
- 7. BUILDING AND GROUNDS: Budget Transfer**
- 8. POLICE:**
 - A. Budget Transfer**
 - B. Payment of Claim**
- 9. ROSETON SEWAGE WORKS**
- 10. ANNOUNCEMENTS**
- 11. PUBLIC COMMENTS**
- 12. ADJOURNMENT**

5A



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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Donna M. Badura
Alyson Pomerantz

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: EMERGENCY PREPAREDNESS/PUBLIC SAFETY AND
AWARENESS CONFIDENTIAL INFORMATION POLICIES AND
PROCEDURES
OUR FILE NOS. 800.1(C)() (2015)

DATE: NOVEMBER 17, 2015

In accordance with Supervisor Piaquadio's request, enclosed for the Town Board's consideration are draft Emergency Preparedness/Public Safety and Awareness Confidential Information Policies and Procedures.

The Supervisor received the enclosed letter dated October 5, 2015 and draft Non-Disclosure Agreement from Central Hudson's Corporate Counsel. The letter requests a copy of Newburgh's procedures for maintaining confidential or personal privacy information, or if there are no detailed procedures in place, the execution of the Nondisclosure Agreement. The draft Policies and Procedures have been prepared to provide to Central Hudson in lieu of signing the Nondisclosure Agreement which includes requirements that the receiving party (the Town) indemnify and defend the Disclosing Party from any liability, damages, claims, causes of action or litigation arising out of a breach or default of the terms, conditions and provisions of the Agreement.

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

me.
MCT/sel
Enc.
cc:

- Town Clerk Andrew J. Zarutskie (via e-mail)
- James Osborne, Town Engineer and Deputy Supervisor (via e-mail)
- Michael Clancy, Chief of Police (via e-mail)
- John Platt, DPW Commissioner (via e-mail)
- Gerald Canfield, Code Compliance Supervisor (via e-mail)
- Todd Depew, Highway Superintendent (via e-mail)
- Charlene Black, Personnel Director (via e-mail)

TOWN OF NEWBURGH
EMERGENCY PREPAREDNESS/PUBLIC SAFETY AND AWARENESS
CONFIDENTIAL INFORMATION POLICIES AND PROCEDURES

The Town of Newburgh (the "Town") is periodically provided with confidential information such as, but not limited to, the names, home addresses and home telephone numbers of employees of public service/utility providers who are emergency contact persons. The information may be provided in connection with emergency preparedness plans and/or public safety and awareness programs. The information may be in paper, electronic or other forms. These policies and procedures establish commercially reasonable protocols to protect confidential information, regardless of the format in which it is held, against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, through appropriate security measures.

The Town is committed to maintaining the confidentiality of the information so provided. This commitment is reflected herein. The objective of these Policies and Procedures is the responsible management of the information. It is intended to reflect the high regard which the Town views the management of information provided.

Each department which receives such confidential information in connection with emergency preparedness plans and public safety and awareness programs is to secure the privacy and security of the information. Only those Town employees who require access for the emergency and public safety purposes for which the information is provided are to be granted access to the confidential information. All confidential information shall be kept in secure locations using locked filing cabinets, locked desk drawers or offices with locked doors. Employees should turn off their computers, lock offices and secure confidential information when leaving their work area for an extended period of time. If an employee is unsure if his or her actions are in compliance with the policies and procedures, the employee should consult with his or her supervisor.

The Town will continue to maintain systematic controls and practices for information and records retention and destruction in accordance with State guidelines which apply to confidential information that is no longer necessary or relevant for the identified purposes or required by law to be retained.

The Town will not use confidential information provided by public utilities/service providers for purposes other than those for which it was provided, except as otherwise approved in writing by the Town Supervisor.

The Town will review the Policies and Procedures periodically to ensure they are relevant, and remain current with changing laws, technologies and needs. The Town is not responsible for breaches of security by third parties.

Confidential information is subject to disclosure, without the knowledge and consent of the public utility/service provider which provided the information, only for the purposes for which it has been provided. The Town is prohibited from utilizing or providing confidential information to others to establish marketing lists or to conduct outgoing marketing calls. The Town may not

utilize confidential information if prohibited elsewhere by law. The Town is prohibited from reselling, or otherwise disclosing confidential information to any other third party for any use, unless the Town obtains the prior written consent of the public utility/service provider permitting such resale or disclosure, unless the disclosure is required by law or court order as further addressed below.

No Town officer or employee shall disclose confidential information or use such information to further his or her personal interest, except in accordance with this policy. .

Notwithstanding anything to the contrary herein, the Town may disclose Confidential Information if (i) required by any United States, applicable state or foreign law, rule, regulation, compulsory legal process or any other government agency (collectively, the "Law"), or (ii) legally compelled, pursuant to subpoena, civil investigative demand, regulatory demand or similar process or pursuant to applicable Law. The Town will use best efforts to provide any company or individual to whom the confidential information pertains with prompt notice of such request or requirement as well as a copy of the text of the proposed disclosure as far in advance of its disclosure as is reasonably practicable and reasonably cooperate with a company's or individual's attempts to assure confidential handling of such information.

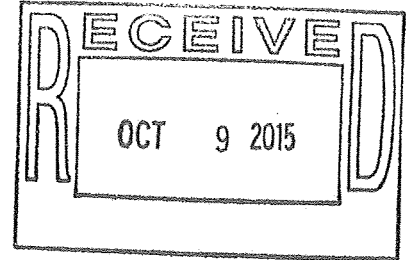
The Town expressly acknowledges that it is subject to the requirements of New York's Freedom of Information Law ("FOIL") and must comply therewith. If the Town is requested by a third party to disclose Confidential Information, the Town will use best efforts to (i) notify the entity which provided the confidential information of the request, (ii) provide the entity the opportunity to provide information regarding the need for confidential treatment, including pursuant to NYS Public Officers Law §87, (iii) evaluate the entity's request for confidential treatment, and (iv) determine if the information is subject to disclosure under FOIL. If the Town determines that the information is subject to disclosure, it will provide prompt written notice of such determination to the entity providing the information so that the entity may seek to appeal Town's determination or seek other appropriate remedy.

Paul A. Colbert
Associate General Counsel
Regulatory Affairs



October 5, 2015

Gil Piauadio
Town of Newburgh Supervisor
1496 Route 300
Newburgh, NY 12550



Dear Municipal Official:

Central Hudson periodically provides your office with sensitive confidential information as part of its emergency preparedness plans and/or gas safety public awareness program. Often that information includes personal privacy information, such as the names, home addresses, and home telephone numbers of Central Hudson employees who are emergency contact persons during storms or other adverse events.

New York State Public Service Law Part 6-2 requires that Central Hudson protect customer information, as well as the personal privacy information of its employees, contractors and consultants. Therefore, we are writing to request a copy of your procedures for maintaining confidential or personal privacy information that we provide to you.

If there are no detailed procedures in place within your organization, the Public Service Commission, in Case 12-M-0192, has authorized Central Hudson's use of the enclosed Nondisclosure Agreement to protect information that it shares with others.

Please provide us with a copy of your procedures by October 20, 2015 or complete and return a signed copy of the enclosed agreement to the undersigned.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at (845)486-5831 or pcolbert@cenhud.com.

Sincerely,

A handwritten signature in black ink that reads "Paul A. Colbert".

Paul A. Colbert
Associate General Counsel
Regulatory Affairs

284 South Avenue
Poughkeepsie, NY 12601

(845) 452-2000
Direct: (845) 486-5831 Cell: (614) 296-4779
Email: pcolbert@cenhud.com
www.CentralHudson.com

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (the "Agreement") is made and entered into this ____ day of October, 2015, by and between Town of Newburgh, a New York Municipality/Town/Village ("Municipality/Town/Village") and Central Hudson Gas & Electric Corporation, a New York corporation ("Central Hudson"). Municipality/Town/Village and Central Hudson may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

A. The Municipality/Town/Village and Central Hudson are entering into this Agreement to govern the exchange of certain information for the purpose of evaluating, negotiating and/or consummating a project relating to emergency preparedness and gas safety public awareness (the "Project").

B. In connection with the Project, the Municipality/Town/Village and Central Hudson will be exchanging, reviewing, and analyzing certain information, some or all of which could be considered Confidential Information (as such term is defined in Section 4 of this Agreement). As used in this Agreement, "Disclosing Party" shall mean the party that discloses its Confidential Information to the other party and "Receiving Party" shall mean the party that receives Confidential Information.

NOW THEREFORE, for and in consideration of the mutual exchange of Confidential Information to each other and in further consideration of the promises and the agreements herein contained, the sufficiency of which is hereby acknowledged and confessed, the Parties do hereby agree as follows:

1. Nondisclosure and Use of Confidential Information. Without the Disclosing Party's prior written consent, the Receiving Party shall not: (a) disclose to any third party the fact that the Disclosing Party has provided any Confidential Information to the Receiving Party; (b) disclose to any third party the Confidential Information or any portion thereof; or (c) use any Confidential Information for any purpose other than for the purpose stated in paragraph "A" above. The Confidential Information may be disclosed to Receiving Party's affiliates, directors, officers, employees, consultants, subcontractors and agents and its affiliates' directors, officers, employees, consultants, subcontractors and agents (collectively, "Representatives"), but only if each such Representative needs to know the Confidential Information in connection with the Project described above and signs the Individual Non-Disclosure Agreement ("INA") set forth as Attachment 1 to this Agreement. The Receiving Party shall provide a copy of each INA to the Disclosing Party within ten (10) business days after the INA is signed. The Confidential Information shall not be used by the Receiving Party or its Representatives for any purpose other than in connection with the Project. It is understood that (i) such Representatives shall be informed by the Receiving Party of the confidential nature of the Confidential Information and shall be required to adhere to the terms of this Agreement by the

Receiving Party, and (ii) in any event, Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall not disclose the Confidential Information in any form whatsoever to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure. For purposes hereof, "person" will be interpreted broadly to include any corporation, company, partnership, individual or governmental authority.

2. Standard of Care. The Receiving Party agrees to use at least the same care and discretion to avoid disclosure of the Disclosing Party's Confidential Information as it uses with its own similar information it does not wish to disclose, but in no event less than a reasonable standard of care; provided, however, that if the Disclosing Party requests that the Receiving Party employ specific measures against disclosure (e.g., restrictions on copying), the Receiving Party shall agree to be bound by such measures by accepting the Confidential Information, provided that the Disclosing Party delivering the Confidential Information makes such request in writing on or before the date the Confidential Information is provided and identifies with specificity the Confidential Information that is to be subject to such specific measures. The Receiving Party shall promptly provide the Disclosing Party with notice of any actual or threatened breach of the terms of this Agreement or unauthorized disclosure of the Disclosing Party's Confidential Information.
3. Notice Preceding Compelled Disclosure. If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order. To the fullest extent permitted by law, Receiving Party agrees to cooperate with Disclosing Party to obtain an appropriate protective order. If, in the absence of a protective order or the receipt of a written waiver by the Disclosing Party, Receiving Party or its Representatives are compelled by a subpoena or by an order of a court of competent jurisdiction to disclose any portion of the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose only such portion(s) of the Confidential Information to the party compelling disclosure as is required by such subpoena or order and, in connection with such compelled disclosure, Receiving Party and its Representatives shall use their reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion(s) of the Confidential Information as is disclosed.
4. Definition of "Confidential Information". As used in this Agreement, "Confidential Information" means all information that is furnished to Receiving Party or its Representatives by Disclosing Party in the course of discussions or evaluations of the Project which concerns the Confidential Information, Disclosing Party, its partners or co-venturers, affiliates, or subsidiaries, and which is either confidential, proprietary, or otherwise not generally available to the public. Any information furnished to Receiving

Party or its Representatives by a director, officer, employee, stockholder, partner, co-venturer, consultant, agent, or representative of Disclosing Party will be deemed furnished by Disclosing Party for the purpose of this Agreement. The term "Confidential Information" shall specifically include, but shall not be limited to, the Disclosing Party's following information: business plans, strategies, forecasts and analyses; financial information; employee and vendor information; software (including all documentation and code), hardware, system designs, and protocols; product and service specifications; purchasing, logistics, sales, marketing and other business processes and energy infrastructure, information, location, quantity, production, flow, load, usage, size, capacity and/or other data or information; customer list, accounts, billing information and personal data including but not limited to names, addresses, telephone numbers, account numbers, dates of birth, social security numbers, employment information, and demographic, financial and transaction information ("Customer Information"); and all reports, analyses, notes or other information that are based on, contain or reflect any such information. Confidential Information also includes all information that by its nature should reasonably be expected to be treated as confidential, whether or not such information is identified as confidential.

5. Information Excluded from "Confidential Information". Notwithstanding any provision in this Agreement to the contrary, the following will not constitute Confidential Information for purposes of this Agreement: (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; or (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; provided however, that any specific Confidential Information, or any combination of features comprising the same, will not be deemed to fall within sub-paragraphs (i) to (iv) of this paragraph 5 inclusive, merely because the same is embraced by more general information or individual features which do fall within such paragraphs.

6. Return of Information. The Confidential Information shall, at all times, remain the property of Disclosing Party. At the Disclosing Party's sole discretion and immediately upon its request, all Confidential Information and any copies thereof shall be immediately returned to Disclosing Party or destroyed by Receiving Party (in which case an authorized representative of Receiving Party shall certify to such destruction in writing to Disclosing Party), and no copies will be retained by Receiving Party or its Representative unless the Parties agree otherwise in writing or unless required by any applicable laws or regulations governing document retention (in which case Receiving Party shall continue to keep such information confidential in accordance with the terms set forth herein). Any

Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents prepared by or for Receiving Party or its Representatives, and written Confidential Information not so requested to be returned, will be held by Receiving Party and kept subject to the terms of this Agreement, or destroyed. Notwithstanding the return or destruction of material, information and documents containing Confidential Information, the Receiving Party shall continue to be bound by the Receiving Party's obligations of confidentiality and other obligations hereunder.

7. No Waiver. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.
8. Remedies. Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and Disclosing Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity to Disclosing Party.
9. Indemnification and Defense. To the fullest extent permitted by law, the Receiving Party agrees to indemnify, defend, and hold the Disclosing Party, its Officers, Directors and employees free and harmless from any liability, damages, claims, causes of action, and/or litigation (including reasonable attorneys' fees) related to and/or arising out of any breach or default by Receiving Party of the terms, conditions or provisions of this Agreement, including but not limited to any claims made by the Disclosing Party's customers or any other third-party person or entity.
10. Duration. This Agreement shall remain in force and effect for five (5) years from the date first above written unless earlier terminated by either Party giving thirty (30) days written notice to the other, provided, however, that the restrictions on disclosure shall survive termination of the Agreement for a period of two (2) years from the date of expiry or termination of this Agreement or such longer period during which any Confidential Information retains its status as a trade secret or otherwise qualifies as confidential under applicable law. Notwithstanding the foregoing, sections 9 and 16 and the restrictions on disclosure for Customer Information shall remain binding for the fullest term permitted by law.
11. No Obligation or Joint Venture. The Parties hereto understand and agree that unless and until a definitive agreement has been executed and delivered, no contract or agreement providing for a project between the Parties shall be deemed to exist between the Parties, and neither Party will be under any legal obligation of any kind whatsoever with respect

to such transaction by virtue of this or any written or oral expression thereof, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent, memorandum of understanding or any other preliminary written agreement or offer, unless specifically so designated in writing and executed by both Parties. This Agreement neither obligates a Party to deal exclusively with the other Party nor prevents a Party or any of its affiliates from competing with the other Party or any of its affiliates. Either Party may terminate consideration and discussion of the Project at any time for any reason whatsoever, and the terminating party shall have no liability to the other party by reason of the termination; provided, however, that notwithstanding any such termination the Parties shall continue to be bound by the restrictions on disclosure detailed in this Agreement.

12. Independent Review. Neither Party makes any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information provided by it hereunder, although each Party represents that it shall endeavor in good faith to provide information which is reliable and accurate, and each party agrees to assume full responsibility for all conclusions that it derives from its review of the Confidential Information. Nothing contained in this Agreement nor the conveying of Confidential Information hereunder shall be construed as granting or conferring any rights by license or otherwise in any intellectual property.
13. Publicity. Neither Party will use any logo, trademark, design, mark or any distinguishing feature of the other Party in any manner (including without limitation, in any advertising or promotional material) without the express prior written authorization of such other Party, which may be arbitrarily withheld.
14. Nondisclosure of Existence of Negotiations. Without the prior written consent of the other Party, or except as may be required by applicable law or regulation, each Party shall be prohibited from disclosing to any person, other than its Representatives who have a need to know such information in connection with the Project that the Confidential Information has been disclosed to the Receiving Party. Notwithstanding the foregoing sentence, neither Party shall be prohibited from disclosing the fact that discussions or negotiations are taking place between the Parties regarding the Project, provided that, neither Party shall disclose the substance or status of such discussions or negotiations.
15. Notices. All notices to be given to a party hereunder shall be in writing and delivered personally, by overnight courier, by mail or by facsimile, addressed as follows:

If to Central Hudson:

Central Hudson Gas & Electric Corporation

284 South Avenue

Poughkeepsie, NY 12601

Attention: Paul A. Colbert, Esq.

Tel: (845) 486-5831

Facsimile: (845) 486-5465

Email: pcolbert@cenhud.com

If to Town of Newburgh:

Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

Title: _____

Tel: _____

Fax: _____

Email: _____

Notices shall be deemed effective upon receipt. A Party may change its contact information by providing such information to the other Party in accordance with this Section 15.

16. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. For the limited purposes of the interpretation and/or enforcement of this Agreement, the Parties (a) consent and agree to the exclusive personal and subject matter jurisdiction of the New York State Supreme Court, County of Dutchess, in connection with any action or proceeding that relates to or arises from this Agreement, (b) consent to, and waive any objection to, the personal and subject matter jurisdiction of that court over any legal matter that relates to this Agreement, and (c) agree to service of process of any action commenced under this paragraph by FedEx to the addresses set forth in Section 15.
17. Miscellaneous. The Agreement inures to the benefit of the Parties hereto and their successors and assigns and is binding on each other and each other's successors and assigns; provided, however, that neither Party will assign this Agreement without the

written consent of the other Party. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings with regard to the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction in a final, non-appealable judgment to be invalid, illegal or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and any invalid, illegal or unenforceable provision shall be replaced with a valid, legal or enforceable provision, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes. This Agreement may be executed by facsimile or reproductive signature and the Parties shall recognize, and not challenge, such execution as the valid and binding execution hereof. This Agreement may be modified only in a writing signed by both Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Town of Newburgh

By: _____

Name: _____

Title: _____

Central Hudson Gas & Electric Corporation

By: _____

Name: _____

Title: _____

ATTACHMENT 1

INDIVIDUAL NON-DISCLOSURE AGREEMENT

I, _____, have read the Agreement between Town of Newburgh, (“Municipality/Town/Village”) and Central Hudson Gas & Electric Corporation., (“Central Hudson”) dated October _____, 2015 (the “Agreement”) and agree to the terms and conditions contained therein. My duties and responsibilities on behalf of Town of Newburgh require me to have access to the Confidential Information disclosed by Central Hudson to the Municipality/Town/Village pursuant to the Agreement.

Name

Date

58
Cindy Martinez

From: Anita Carfora <ACarfora@cenhud.com>
Sent: Monday, November 16, 2015 10:10 AM
To: cmmartinez@townofnewburgh.org
Subject: FW: LED Streetlight - Routine Maintenance - Response Required - 2nd Request
Attachments: Blanket LED SLAO - Equipment Failures.pdf

Importance: High

Hi Cindy...

Any chance you can confirm that the Town received the email below that was sent and whether this is being addressed or not? Thanks!

Anita Carfora
Business Development Associate
610 Little Britain Road
New Windsor NY 12553
Phone (845) 563-4585
Fax (845) 563-4503
acarfora@cenhud.com

*This message contains **confidential information** and is only for the intended recipient. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, please notify the sender immediately by replying to this note and deleting all copies and attachments. Thank you.*

From: Anita Carfora
Sent: Tuesday, November 10, 2015 9:55 AM
To: Carfora, Anita
Subject: LED Streetlight - Routine Maintenance - Response Required - 2nd Request
Importance: High

Dear Community Leader...

An original email (shown below) requesting response to our LED Streetlight Maintenance Program with the attached Blanket Street Light Authority form was sent on October 9th, 2015. Although we have heard from a few municipalities, there are several we have not yet heard from. Please allow this email to serve as a gentle reminder that we kindly request a response at your earliest convenience..

Thank you!

Anita Carfora
Business Development Associate
610 Little Britain Road
New Windsor NY 12553
Phone (845) 563-4585
Fax (845) 563-4503
acarfora@cenhud.com

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From: Anita Carfora
Sent: Friday, October 09, 2015 5:02 PM
To: Carfora, Anita
Subject: LED Streetlight - Routine Maintenance - Response Required
Importance: High

Dear Community Leader..

As you may be aware, Central Hudson was recently granted Public Service Commission approval to offer municipalities the option to lease high efficiency Light Emitting Diode (LED) street lights. The new LED fixtures are Rate A, Central Hudson owned and maintained street lights and have an expected life of nearly twelve years, offering significant savings on maintenance and operating costs, while providing environmental benefits to municipalities and residents. Because LED streetlights use less electricity, these fixtures will save your municipality on annual street light costs. Please see below for an example of the savings associated with an LED streetlight versus a traditional Sodium Vapor streetlight. A full list of the rates are posted in the Service Classification No. 8 in our most recently approved tariff dated August 13th, 2015.

Sodium Vapor Lights	Annual kWh	Annual Rate	VS	Equivalent LED	Annual kWh	Annual Rate	Rate Savings	Energy Savings
70 Watt Sodium Vapor	344	\$ 156.13		39 Watt LED	156	\$ 140.18	(\$15.95)	(\$14.97)
150 Watt Sodium Vapor	720	\$ 173.53		82 Watt LED	328	\$ 158.03	(\$15.50)	(\$31.21)
250 Watt Sodium Vapor	1264	\$ 210.39		93 Watt LED	372	\$ 191.01	(19.38)	(\$71.02)

Effective immediately, Central Hudson is seeking your approval to change existing "Rate A" fixtures in need of repair or replacement with an equivalent LED fixture. The replacement will take place only during routine maintenance or when we respond to a report of a street light out. There will be no upfront or installation charge to your municipality. We will complete the replacement and update the billing based on the annual costs in the above table. If you agree please execute the attached form and return to us at your earliest convenience.

If you have any questions please contact us...

Newburgh District Director	610 Little Britain Road, New Windsor, NY 12553	Lisa
Carver icarver@cenhud.com	845-563-4529	
Fishkill District Director	25 Central Hudson Way, Fishkill NY 12524	Victor
Narkaj vnarkaj@cenhud.com	845-897-6152	
Poughkeepsie District Director	284 South Avenue, Poughkeepsie, NY 12601	Jeff
Doane jdoane@cenhud.com	845-486-5474	
Kingston & Catskill District Director	2001 Rt. 9W, Kingston, NY 12449	Joe
Hetsler ihetsler@cenhud.com	845-334-3513	

Anita Carfora
Business Development Associate
 610 Little Britain Road
 New Windsor NY 12553
 Phone (845) 563-4585
 Fax (845) 563-4503
acarfora@cenhud.com

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Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
(845) 452-2700

Blanket LED Street Lighting Authority Order

(Municipality)

(Address)

(City, State Zip)

To Central Hudson Gas & Electric Corporation:

You are hereby authorized to make changes specified below to the street lighting service for all street lighting districts located within the _____ of _____, in accordance with a resolution duly adopted as provided by law by the _____ (Council/Board) of the _____ of _____ at a meeting held on _____, 20__ as follows:

_____ All Rate A street lights which fail shall be replaced with an LED equivalent fixture.
(indicate yes or no) *at no additional charge.*

These changes are subject to the terms of the existing street lighting service classifications and does not include the cost of electricity.

Municipality: _____

By: _____

Date: _____, 20__

Title: _____



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER
311 ROUTE 32
NEWBURGH, NY 12550

PHONE: 845-564-7813
FAX: 845-566-8903

64

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: November 18, 2015

Re: Permission to Bid Valve Cleaning and Maintenance Equipment

I respectfully request permission to bid Valve Cleaning and Maintenance Equipment that will be installed by others on an F-350 4x4 Flatbed Truck that will be purchased separately under Statewide Contract. This truck will be used as our valve cleaning, exercising and maintenance truck. This truck and all equipment is budgeted and included in the 2015 Budget under line 8340-0200 Equipment and Other Capital.

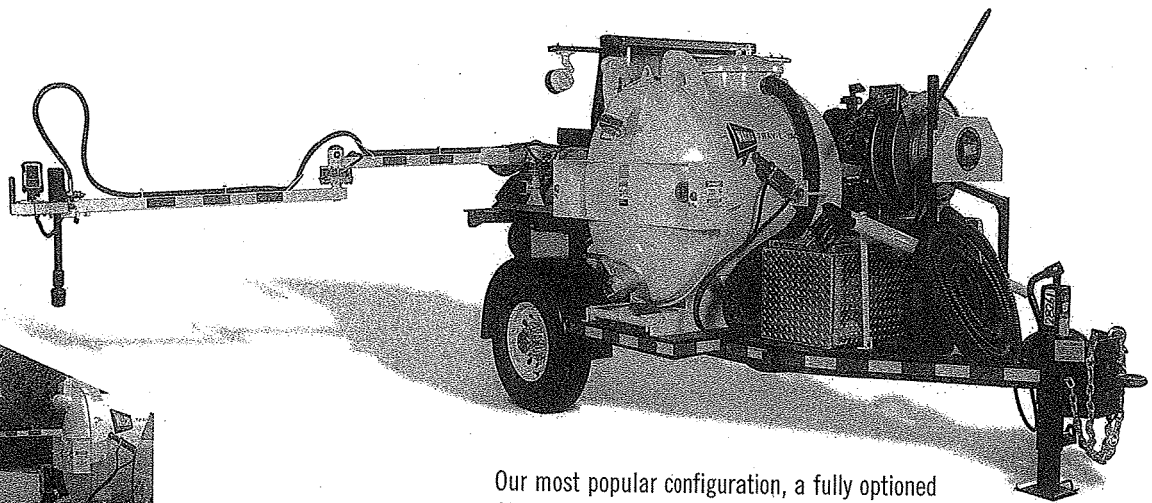
The equipment will include a diesel powered hydraulic unit that will drive the hydro-vac and vacuum/spoils tank unit, valve turning/exercising unit and auxiliary maintenance equipment, such as, hydraulic hammer, diamond wire guillotine pipe saw and submersible water pump. The valve turning equipment will be capable of both manual and handheld remote controller operation with provisions for GPS data collection and interface with a water management system.

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

GRAND LX

Ultimate Power and Versatility

The GRAND LX™ (Valve Maintenance Trailer) with the optional ERV-750™ and TM-7™ onboard is the industry standard for a completely upgradable, versatile platform designed to transport all the valve maintenance and vacuum tools needed in the field. Built for years of reliable service, it's the perfect solution for municipalities or contractors looking for a rugged, long lasting self contained system.



Our most popular configuration, a fully optioned GRAND LX shown with ERV-750 boom extended and telescoping keyway.

Valve Exerciser Options

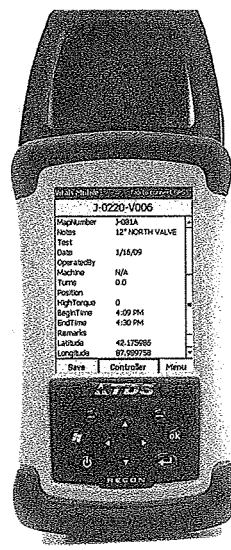
Most clients choose to equip their GRAND LX with our amazingly versatile ERV-750. ERV is short for Extended Reach Valve exerciser, and 750 refers to the powerful 750 ft-lbs of torque (1015 Nm) it can apply. This combination allows a single operator to easily reach and turn from the curbside most valves, using our patented Intelligent Automation.

Many municipalities with big or older, stubborn valves will specify adding our TM-7 heavy duty exerciser. Cranking out up to an incredible 2500 ft-lbs of torque (3390 Nm); it's compatible with our patented Intelligent Automation, Recon controller and VITALS software. Equipped with VITALS, the TM-7 will apply the minimum force needed, and trigger auto reverse or auto shut down to virtually eliminate valve breakage – there's nothing comparable to it in the industry.

Every Wachs GRAND LX™ trailer is solidly constructed with:

- Fully welded high strength steel box section frame
- Dexter torsion axle rated @ 7000 lbs GVWR
- Choice of ball or pintle hitch
- Bulldog super duty platform jack stand (extendable by hand crank)
- Painted steel road wheels and heavy duty tires

Carry your entire system information in the palm of your hand! Wachs Recon and VITALS™ Mobile software synchronizes with your water management software to share information in two directions. Shown is the GPS Recon that records longitude and latitude information on your valves.



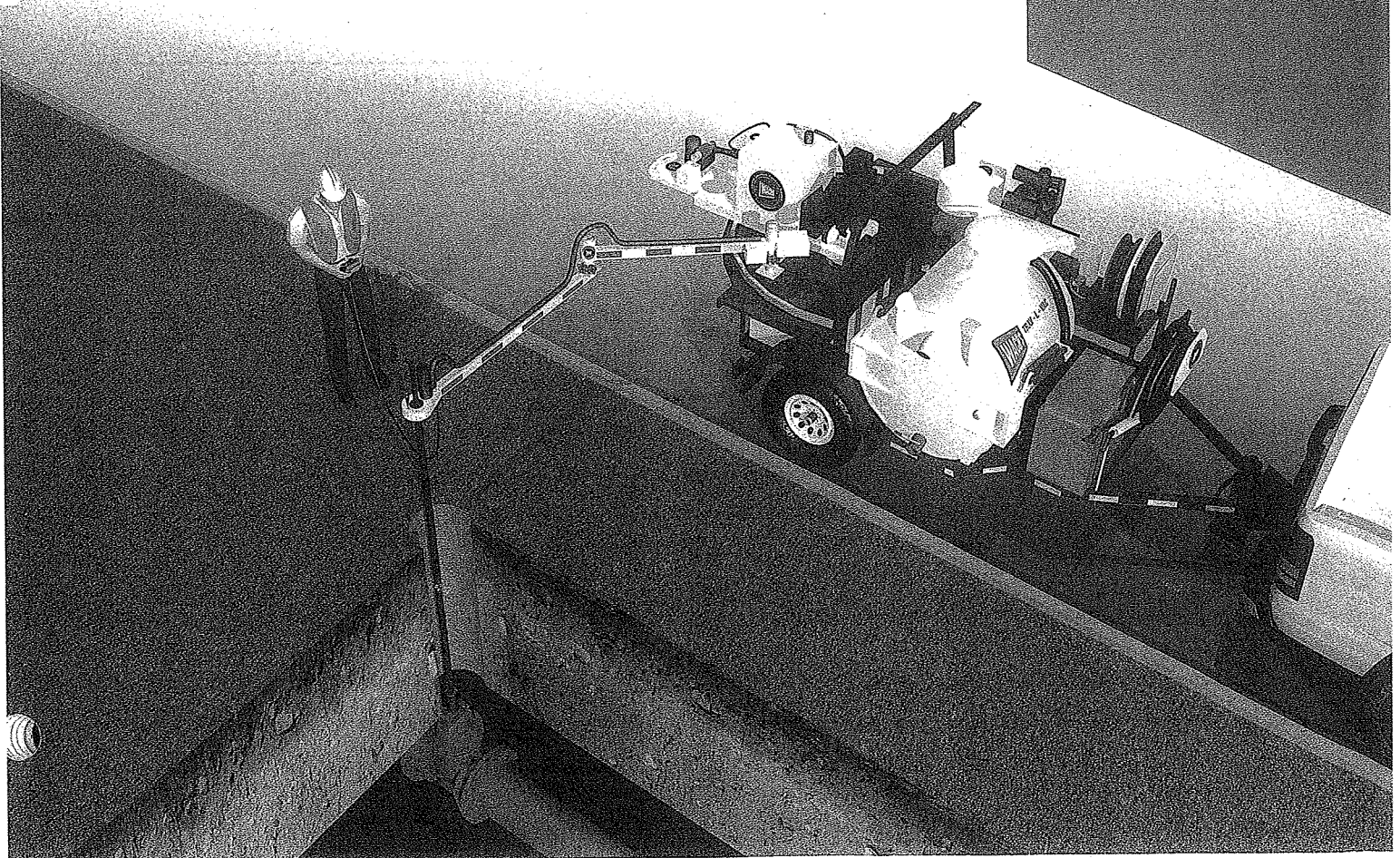
Completely Customizable

Designed to carry the highly versatile ERV-750 and our powerful TM-7, you can specify exactly the configuration that will work best for you. Completely customizable, it's built for the long haul and can be upgraded later as your budget allows.

Standard equipment on the GRAND LX includes a 27 horsepower gasoline or 29 horsepower diesel driven power supply, our powerful Utility Vac™ for cleaning out vaults and meter boxes, a high pressure Water Jet system for additional vault cleaning and light excavation, a 66 gallon (250L) water tank and a power tilting 250 gallon (946L) spoils tank. When ERV-750 equipped, the combination of Intelligent Automation, VITALS Mobile software and our Recon controller offers unparalleled productivity, even for an inexperienced operator.

A list of popular options to consider for your GRAND LX™ includes:

- Hydraulic Pump Kit for powering additional tools
- Upright spoils tank with side discharge
- Hose Reel Kit
- Hot Water Kit
- Telescoping Valve Key
- Precision Excavating Wands
- Short-Boy Wash Down Wand
- Aluminum Locking Tool Box
- Light Package (halogen Work Lights and DOT approved strobe)
- Diesel Engine Upgrade
- Handheld Valve Operators
- Trailer Spare Tire Kit
- Chrome Plated Road Wheels
- Custom Paint Colors





JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER
311 ROUTE 32
NEWBURGH, NY 12550

67

PHONE: 845-564-7813
FAX: 845-566-8903

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: November 18, 2015

Re: Purchase of 2016 Ford F350 4x4

I respectfully request to purchase a 2016 F350 XL Regular Cab 4x4 single axle truck with a flatbed body from Van Bordel Ford for \$37,630.19 as noted on the attached purchase proposal. We will be piggy backing off the Onondaga County Statewide Bid # 2015-7974. The funds are available as approved in the 2015 Budget under budget line 8340-0200 equipment and other capital. This truck will be used as our valve cleaning, exercising and maintenance truck.

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

Cc; Ronald Clum, Town Accountant



JOHN PLATT
COMMISSIONER

TOWN OF NEWBURGH

DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER AND SEWER

311 ROUTE 32
NEWBURGH, NY 12550

PHONE: 845-564-7813
FAX: 845-566-8903

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: John Platt, Commissioner of Public Works

Date: November 18, 2015

Re: Permission to Bid Water Filtration Chemicals and Water Distribution Materials and Supplies for 2016

I respectfully request permission to bid Water Filtration Chemicals to be used at both water filter plants and Water Distribution Materials and Supplies for the 2016 calendar year.

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

7



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

November 18, 2015

To: Gil Piaquadio, Supervisor

Subject: Budget Transfer

Please approve the following budget transfer of \$19,358.68

From: 001.1990.0499 Contingencies

To: 001.1620.0200 Town Hall (Equipment)

This transfer is to pay Ward Pavements, Inc. for the Town Hall Parking Area Black Top.

Thanking you in advance.

Cynthia M. Martinez, Secretary to the Supervisor

TOWN OF NEWBURGH

1496 Route 300
Newburgh, N. Y. 12550

Date Vouch **DO NOT WRITE IN THIS BOX**

Department **Town Hall**

CLAIMANT'S **Ward Pavements, Inc.**
P.O. Box 427
AND 2673 Route 17M
ADDRESS Goshen, N.Y. 10924

FUND - APPROPRIATION	AMOUNT
	\$19,358.68
Total	\$19,358.68
Abstract #	

VOUCHER NO.

TERMS _____

Invoice # _____

Dates	Description of Materials or Services	Unit Price	Amount
11/6/2015	Inv. # 3939 Town Hall Parking Lot Black Top		
	244.63 Tons Black Top 76.13' per ton		18,623.68
	105 gals. Tack \$7.00 per gal.		735.00
			\$19,358.68

CLAIMANT'S CERTIFICATION

I, James B. Leo certify that the above account in the amount of \$ \$19,358.68 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.

November 9, 2015
DATE

James B. Leo
SIGNATURE

President
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

APPROVAL FOR PAYMENT

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

Invoice

Ward Pavements, Inc.

PO Box 427
2673 Route 17M
Goshen, NY 10924

Date	Invoice #
10/28/2015	3939

TEL (845) 294-8341 FAX (845) 294-6825

Bill To

TOWN OF NEWBURGH D. P. W.
90 GARDINERTOWN ROAD
NEWBURGH, NY 12550

P.O. Number	PROJECT
	TOWN HALL

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
		JOB: TOWN HALL		
		WORK COMPLETED AS PROPOSED OCTOBER 2, 2015		
244.63	TON	1 1/2" TOP COAT	76.13	18,623.68
105	GAL.	TACK	7.00	735.00
A Finance Charge of 1-1/2% per month (18% Annual Percentage Rate) will be charged on all invoices over 30 days old.			Total	\$19,358.68

8A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Michael P. Clancy
Chief of Police

(845) 564-1100

Date: 11/23/15

To: Town Supervisor Gil Piaquadio

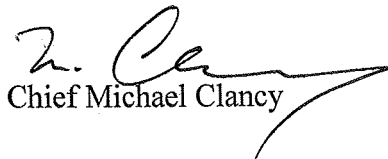
From: Chief Michael Clancy

Subject: Fund Transfer

Dear Supervisor Piaquadio:

To cover the cost of insurance company reimbursement as a result of a car accident I am requesting that \$6,573.74 be transferred from account # 3120.1 to account # 3010.499.

Respectfully Submitted:


Chief Michael Clancy

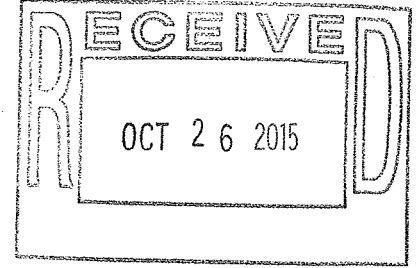


HCC Public Risk Claim Service, Inc.
1700 Opdyke Court, Auburn Hills, Michigan 48326
main 248 371 3100 / 800 225 6561 facsimile 248 371 3091

8B

October 22, 2015

Cindy Wartinez
Town Of Newburgh
1496 Rt 300
Newburgh, NY 12550



Claim #: 172579
Bottomline Code: NY6-172579

Insured: Town Of Newburgh
Program: HCC Public Risk
Carrier: U.S. Specialty Insurance Company
Policy#: CPKG80620021
Effective Date: July 1, 2014 to July 1, 2015
Date of Loss: January 20, 2015
Claimant: Gonzalez, James P.
Description: Gonzalez - Claimant Was Involved In An Auto Accident With Our Insured.

Dear Cindy Wartinez:

HCC Public Risk Claim Service administers the insurance claims for U.S. Specialty Insurance Company ("USSIC") on behalf of the HCC Public Risk program. We have completed our investigation and handling of the above-referenced claim.

Please be advised that the above-referenced policy has a \$25,000 deductible applicable to the coverage under this claim. The deductible applies to loss payments only. We have incurred loss payments of \$6,573.74 in resolving this file. At this time, we are requesting reimbursement of \$6,573.74 under your deductible for the handling of this matter. Please see the attached invoice for the deductible owed.

Please forward a check in the amount shown on the invoice made payable to HCC Public Risk Claim Service, Inc. If you have questions regarding the invoice, please do not hesitate to contact our office.

Sincerely,

P.P. Karen Zielinski

Shannon Fike OBO (SMF)
Claims Adjuster II
SFike@hcc.com

cc: CORIERI & ASSOCIATES, INC. (via regular mail)
1527 FRANKLIN AVENUE,
MINEOLA, NY 11501

TOWN OF NEWBURGH

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

DEPARTMENT _____

HCC Public Risk Claim Service, Inc.
 1700 Opdyke Court
 Auburn Hills, MI 48326

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice # _____

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
		This is in regards to payments incurred while resolving claim # 172579 Please see the attached invoice and cover letter dated 10-22-15		6,573.74
			TOTAL	6,573.74

CLAIMANT'S CERTIFICATION

KAREN ZIELINSKI
 Karen Zielinski
 Notary Public - State of Michigan
 Oakland County

I, Karen Zielinski, certify that the amount of \$ 6,573.74 is true and correct, that the items, services and disbursements charged and 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 is due.

10-22-15 Karen Zielinski _____
 DATE SIGNATURE TITLE

My Commission Expires 09/02/2017

(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



HCC Public Risk Claim Service, Inc.
1700 Opdyke Court, Auburn Hills, Michigan 48326
main 248 371 3100 / 800 225 6561 facsimile 248 371 3091

INVOICE

Date: October 22, 2015

To: Cindy Wartinez
Town Of Newburgh
1496 Rt 300
Newburgh, NY 12550

Claim #: 172579
Bottomline Code: NY6-172579
Carrier: U.S. Specialty Insurance Company
Terms: Due upon receipt

Insured: Town Of Newburgh
Policy # / Eff. Date CPKG80620021 / July 1, 2014
Date of Loss January 20, 2015
Claimant: GONZALEZ, JAMES P.
Loss Description: Gonzalez - Claimant Was Involved In An Auto Accident With Our Insured.

Billing Item: (Deductible Recovery)	<u>Amount</u>
Invoice Total	\$6,573.74

Remit Payment To:
HCC Public Risk Claim Service, Inc.
1700 Opdyke Court
Auburn Hills, MI 48326
Attn: Claim 172579 / **Shannon Fike**

Copy to: CORIERI & ASSOCIATES, INC.

Questions Regarding This Invoice: Contact Shannon Fike at 248-371-3099 or Main Office: 800-225-6561