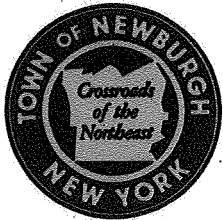


*ANDREW J. ZARUTSKIE
Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone 845-564-4554*

**WORKSHOP MEETING AGENDA
Wednesday, December 26, 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. POLICE DEPARTMENT: Purchase of Server**
- 7. LOCAL LAW: Best Value Competitive Bidding**
- 8. DATA PROCESSING: Purchase of Monitors**
- 9. FIRE DISTRICT: Location of Generator**
- 10. JUSTICE COURT: Hiring of Chief Clerk**
- 11. CODE COMPLIANCE: Hiring of Clerk**
- 12. ANIMAL CONTROL: Payment from T-94 Account**
- 13. ACCOUNTING: Budget Transfers**
- 14: TOWN CLERK**
 - A. Credit Card Payments**
 - B. FOIL Tracking**
 - C. Grant for Local Government Records Management Improvement Fund (LGRMIF)**
- 15. ASSESSOR: CERTIORARI SETTLEMENT**
- 16. HIGHWAY DEPARTMENT: Bidding for Tree Service**
- 17. RECREATION: Hiring of Part Time Chauffeur**
- 18. POSSIBLE EXECUTIVE SESSION: PBA and CSEA Contracts**
- 19. ADJOURNMENT**



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

(845) 564-1100
(845) 564-1870

December 12, 2018

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Purchase of a New Server

I am requesting the Town Board approve the purchase of a new server to handle the Police Departments computer systems. The current server is antiquated and bogging down. The cost of the new server is \$5,101.04 and it was recommended by New Windsor IT as capable of handling our needs for years to come. This was an anticipated expense and funds are allocated in the computer line of the 2018 budget (001-3120-0200-0000).

Respectfully submitted,

Donald B. Campbell
Chief of Police



A quote for your consideration!

Total: \$5,101.04

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

| | | | | |
|---|-------------------------------------|---|---------------------------------|-----------------------------|
| Quote number: 3000031255748.1 | Quote date: Nov. 27, 2018 | Quote expiration: Dec. 27, 2018 | Solution ID: 10373839 | Deal ID: 15425281 |
|---|-------------------------------------|---|---------------------------------|-----------------------------|

| | | |
|---|------------------------------------|---------------------------------|
| Company name: TOWN OF NEW WINDSOR | Customer number: 6668703 | Phone: (914) 563-4617 |
|---|------------------------------------|---------------------------------|

| | |
|--|--|
| Sales rep information: Caleb Hawkins Caleb_Hawkins@Dell.com (800) 456-3355 Ext: 5138321 | Billing Information: TOWN OF NEW WINDSOR 555 UNION AVE NEW WINDSOR NY 12553 US (914) 563-4617 |
|--|--|

Pricing Summary

| Item | Qty | Unit Price | Subtotal |
|---|-----|----------------------------|-------------------|
| PowerEdge T330 Black Friday Promo - [pe_t330_1029_BF] | 1 | \$5,101.04 | \$5,101.04 |
| | | Subtotal: | \$5,101.04 |
| | | Shipping: | \$0.00 |
| | | Environmental Fees: | \$0.00 |
| | | Non-Taxable Amount: | \$5,101.04 |
| | | Taxable Amount: | \$0.00 |
| | | Estimated Tax: | \$0.00 |
| | | Total: | \$5,101.04 |

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Caleb Hawkins

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

| SKU | Description | Qty | Unit Price | Subtotal |
|----------|---|-----|------------|------------|
| | PowerEdge T330 Black Friday Promo - [pe_t330_1029_BF] | 1 | \$5,101.04 | \$5,101.04 |
| | Estimated delivery date: Jan. 28, 2019 | | | |
| | Contract No: 56AHC | | | |
| | Customer Agreement No: PM20820/1000041162 | | | |
| 321-BBVL | Chassis with up to 8, 3.5" Hot Plug Hard Drives | 1 | - | - |
| 340-AQIY | PowerEdge T330 Shipping | 1 | - | - |
| 338-BLPF | Intel Xeon E3-1270 v6 3.8GHz, 8M cache, 4C/8T, turbo (72W) | 1 | - | - |
| 412-AAHC | Standard Heatsink for PE T330 | 1 | - | - |
| 370-ADRB | 2400MT/s UDIMMs | 1 | - | - |
| 370-AAIP | Performance Optimized | 1 | - | - |
| 780-BBVO | Unconfigured RAID, H330/H730/H730Pfor SAS/SATA | 1 | - | - |
| 405-AAGJ | PERC H730 Controller, 1GB NV Cache | 1 | - | - |
| 542-BBCQ | On-Board LOM 1GBE Dual Port (BCM5720 GbE LOM) | 1 | - | - |
| 385-BBHO | iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise | 1 | - | - |
| 403-BBJP | iDRAC Port Card | 1 | - | - |
| 634-BBWU | OpenManage Essentials, Server Configuration Management | 1 | - | - |
| 429-AAPT | DVD-ROM, SATA, Internal | 1 | - | - |
| 321-BBPF | Castors, Dell PowerEdge T330/T430 | 1 | - | - |
| 325-BBLH | Security Bezel | 1 | - | - |
| 384-BBBL | Performance BIOS Settings | 1 | - | - |
| 406-BBKB | Power Interface Board, T330 | 1 | - | - |

| | | | | |
|----------|--|---|---|---|
| 450-ADWQ | Dual, Hot-plug, Redundant Power Supply (1+1), 495W | 1 | - | - |
| 631-AACK | No Systems Documentation, No OpenManage DVD Kit | 1 | - | - |
| 619-ABVR | No Operating System | 1 | - | - |
| 421-5736 | No Media Required | 1 | - | - |
| 800-BBDM | UEFI BIOS Boot Mode with GPT Partition | 1 | - | - |
| 332-1286 | US Order | 1 | - | - |
| 467-1488 | Global Portal English US Language System | 1 | - | - |
| 467-5601 | Global Portal English LanguageSystem | 1 | - | - |
| 806-2853 | Dell Hardware Limited Warranty Plus On Site Service | 1 | - | - |
| 806-2911 | ProSupport: Next Business Day Onsite Service After Problem Diagnosis,5 Year | 1 | - | - |
| 806-2964 | ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year | 1 | - | - |
| 989-3439 | Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 | 1 | - | - |
| 900-9997 | On-Site Installation Declined | 1 | - | - |
| 980-3634 | Keep Your Hard Drive, 5 Year | 1 | - | - |
| 973-2426 | Declined Remote Consulting Service | 1 | - | - |
| 210-AFFQ | PowerEdge T330 Server | 1 | - | - |
| 329-BDLE | PowerEdge T130/T330 Motherboard MLK | 1 | - | - |
| 461-AADM | PowerEdge Server FIPS TPM 2.0 | 1 | - | - |
| 370-ADPT | 16GB UDIMM, 2400MT/s, Dual Rank, x8 Data Width | 4 | - | - |
| 400-AEGJ | 4TB 7.2K RPM SATA 6Gbps 3.5in Hot-plug Hard Drive,13G | 4 | - | - |
| 400-ATQN | 480GB Solid State Drive SATA Mix Use 6Gbps 512e 2.5in Hot-plug Drive,3.5 HYB CARR, S4600 | 2 | - | - |
| 450-AALV | NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America | 2 | - | - |

| | |
|----------------------------|-------------------|
| Subtotal: | \$5,101.04 |
| Shipping: | \$0.00 |
| Environmental Fees: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$5,101.04 |



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: LOCAL LAW AUTHORIZING BEST VALUE COMPETITIVE
BIDDING
OUR FILE NO. 800.1(B)() (2018)

DATE: NOVEMBER 19, 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

Following up on recent discussions with Supervisor Piaquadio, enclosed please find a draft Local Law which would allow the Town to use "Best Value" award methodologies for purchases by the Town, including but not limited to leases which are not "pure" leases, and service work contracts, but, per State law, excluding public works contracts subject to prevailing wage requirements. This will also allow the Town to "piggyback" on contracts awarded by other governments using this methodology. Authorization by duly adopted Local Law is required by NYS General Municipal Law Section 103, which establishes best value as an alternative to the requirement to award contracts involving expenditures of more the \$20,000 for purchases (\$35,000 for public work) to the lowest responsible bidder.

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

MCT/sel
Enc.

cc: Town Clerk Andrew J. Zarutskie
James Osborne, Town Engineer (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

DRAFT

INTRODUCTORY LOCAL LAW NO. __ OF 2018

ADDING CHAPTER 5 ENTITLED

“BEST VALUE COMPETITIVE BIDDING”

TO THE CODE OF THE

TOWN OF NEWBURGH

Be it enacted by the Town Board of the Town of Newburgh, New York, as follows:

SECTION 1. TITLE

This law shall be known as “A Local Law Adding Chapter 5 Entitled ‘Best Value Competitive Bidding’ to the Code of the Town of Newburgh.”

SECTION 2. PURPOSE AND AUTHORITY

This local law authorizes the use of a Best Value Award methodology in the competitive bidding process for purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to article eight of the labor law). These contracts may be awarded on the basis of low bid or best value, as authorized in §103 of the General Municipal Law and as defined in §163 of the State Finance Law. This Local Law is enacted pursuant to New York State General Municipal Law §103

SECTION 3. ADDITION OF CHAPTER 5

Chapter 5 entitled “Best Value Competitive Bidding” is hereby added to the Town of Newburgh Municipal Code, to read as follows:

“BEST VALUE COMPETITIVE BIDDING

§5-1 Findings and Intent

The State Legislature and Governor amended General Municipal Law §103 (A08692/S6117) on January 27, 2012 to provide local governments greater flexibility in awarding contracts by authorizing the award of purchase contracts, including contracts for service work on the basis of best value. The state legislation requires Political Subdivisions with a population of less than one million to pass a local law authorizing the use of the best value award process.

(From Assembly Bill Memo A08692) – Enactment of this legislation provides additional procurement options to localities in ways that may expedite the procurement process and result in cost savings. The “best value” standard for selecting goods and services vendors, including

janitorial and security contracts, is critical to efforts to use strategic sourcing principles to modernize the supply chain and ensure that taxpayers obtain the highest quality goods and services at the lowest potential cost, while also ensuring fairness to all competitors.

The federal government, approximately half the states and many localities have added best value selection processes to their procurement options, in recognition of these advantages. With the increased complexity of the goods and services that municipalities must obtain in order to serve taxpayers, it is critical to consider selection and evaluation criteria that measure factors other than cost in the strictest sense.

Taxpayers are not well served when a public procurement results in low unit costs at the outset, but ultimately engenders cost escalations due to factors such as inferior quality, poor reliability and difficulty of maintenance. Best value procurement links the procurement process directly to the municipality's performance requirements, incorporating selection factors such as useful lifespan, quality and options and incentives for more timely performance and/or additional services.

Even if the initial expenditure is higher, considering the total value over the life of the procurement may result in a better value and long-term investment of public funds. Best value procurement also encourages competition and, in turn, often results in better pricing, quality and customer service. Fostering healthy competition ensures that bidders will continue to strive for excellence in identifying and meeting municipalities' needs, including such important goals as the participation of small, minority and women-owned businesses, and the development of environmentally-preferable goods and service delivery methods. Best value procurement will provide much-needed flexibility in obtaining important goods and services at favorable prices, and will reduce the time to procure such goods and services.

The intent of this Chapter is to allow the Town Board the option to award certain purchase contracts (including contracts for services) subject to competitive bidding under § 103 of the General Municipal Law on the basis of a low bid or "best value" as defined in § 163 of the New York State Finance Law.

§5 – 2. Definitions.

"Best value" means the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law to be used in evaluation of offers for awarding of contracts for services.

§5 – 3. Applicability.

The provisions of this chapter apply to Town purchase contracts, including contracts for services, but excluding purchase contracts necessary for the completion of a public works contract

pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option.

§5 - 4. Award based on best value authorized.

The Town Board may award purchase contracts, including contracts for services, on the basis of "best value" as the term is defined in New York State Finance Law § 163 to a responsive and responsible bidder or offerer, provided the requirements stated below have been met.

§5-5. Requirements.

- A. Where the basis for award is the best value offer, the Supervisor, or Department Head designated by the Supervisor, shall document, in the procurement record and in advance of the initial receipt of offers, the determination of the evaluation criteria, which whenever possible, shall be quantifiable, and the process to be used in the determination of best value and the manner in which the evaluation process and selection shall be conducted.
- B. The Supervisor or his designee shall select a formal sealed competitive bidding procurement process in accordance with General Municipal Law and the Town of Newburgh Procurement Policy and document its determination in the procurement record. The process shall include, but is not limited to, a clear statement of need; a description of the required specifications governing performance and related factors; a reasonable process for ensuring a competitive field; a fair and equal opportunity for offerers to submit responsive offers; and a balanced and fair method of award. Where the basis for the award is best value, documentation in the procurement record shall, where practicable, include a quantification of the application of the criteria to the rating of proposals and the evaluation results, or, where not practicable, such other justification which demonstrates that best value will be achieved.
- C. The solicitation shall prescribe the minimum specifications or requirements that must be met in order to be considered responsive and shall describe and disclose the general manner in which the evaluation and selection shall be conducted. Where appropriate, the solicitation shall identify the relative importance and/or weight of cost and the overall technical criterion to be considered by the Town of Newburgh in its determination of best value.
- D. The Supervisor shall develop procedures that will govern the award of contracts on the basis of best value. These procedures shall be included in the Town of Newburgh Procurement and Purchasing Policy and reviewed annually by the Town Board in conjunction with its annual review and approval of the Town of Newburgh Procurement and Purchasing Policy.

§5 – 6. Standards for best value.

- A. Goods and services procured and awarded on the basis of best value are those that the Town Board determines optimize quality, cost and efficiency, among responsive and responsible bidders or offerers.
- B. Where possible, the determination shall be based on an objective and quantifiable analysis of clearly described and documented criteria as they apply to the rating of bids or offers.
- C. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance; proximity to the contractors; longer product life; product performance criteria; and quality of craftsmanship.
- D. Documentation. Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

§5 – 7. Piggybacking of best value purchases.

The Town may, for purposes of public purchases, utilize the provisions of General Municipal Law § 103 with regard to so-called "piggybacking" of best value purchases. Prior to such purchase, the Town of Newburgh will ensure that a piggyback purchase qualifies under the applicable provisions of General Municipal Law § 103 and that the criteria used by the awarding governmental entity in determining best value, for example, proximity to the contractor, are applicable to the Town of Newburgh."

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the New York Secretary of State.

General Municipal Law Section 103

[Eff. June 1, 2018, pursuant to L.2003, c. 62, pt. X, § 41 . See, also, subd. 1, above.] Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all contracts for public work involving an expenditure of more than thirty-five thousand dollars and all purchase contracts involving an expenditure of more than twenty thousand dollars, shall be awarded by the appropriate officer, board or agency of a political subdivision or of any district therein including but not limited to a soil conservation district to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section, provided, however, that purchase contracts (including contracts for service work, but excluding any purchase contracts necessary for the completion of a public works contract pursuant to article eight of the labor law) may be awarded on the basis of best value, as defined in section one hundred sixty-three of the state finance law , to a responsive and responsible bidder or offerer in the manner provided by this section except that in a political subdivision other than a city with a population of one million inhabitants or more or any district, board or agency with jurisdiction exclusively therein the use of best value of awarding a purchase contract or purchase contracts must be authorized by local law or, in the case of a district corporation, school district or board of cooperative educational services, by rule, regulation or resolution adopted at a public meeting. In determining whether a purchase is an expenditure within the discretionary threshold amounts established by this subdivision, the officer, board or agency of a political subdivision or of any district therein shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. Purchases of commodities, services or technology shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds established by this subdivision. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities, services or technology from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than the discretionary buying threshold amount. In any case where a responsible bidder's or responsible offerer's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by a political subdivision, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid or best value. In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, such officer,

Data Processing December 26th Workshop agenda

Motion to:

Purchase three (3) 22" dell monitors model SE2216HV from Dell Inc

At a cost of \$ 118.93 each for a total purchase of \$ 356.78

These monitors will be used in the Code Compliance Department

Motion to expend:

\$ 356.78 from the Computer Reserve account fund 001-878

A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is stylized and appears to be the initials "GAL".

✓
Cart

✓
Guest Checkout

✓
Shipping

✓
Payment

✓
Verify & Submit

✓
Order Submitted

Your order summary is below. We're also sending a detailed confirmation to gdio@hotmail.com, and we'll send more emails as your items ship.

Order details

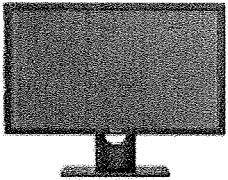
Your Dell Purchase ID: **2007003566802**

Order date: **12/21/2018**

Order total: **\$356.78**

Total savings: **\$90.00**

For order status and more information: view purchase details ([//www.dell.com/support/orders/Dpid/Details?sbdpid=2007003566802](http://www.dell.com/support/orders/Dpid/Details?sbdpid=2007003566802)).



Dell 22 Monitor - E2216H

Quantity 3

Arrives by Thursday, Jan 3

► [Show Order Details](#)

What happens next:

- You will receive an email confirmation which includes important information and any order updates.
- Track your order through your Dell Account page. ([//www.dell.com/en-us/myaccount](http://www.dell.com/en-us/myaccount))
Don't have a Dell Account? Sign up now ([//www.dell.com/en-us/myaccount](http://www.dell.com/en-us/myaccount)) to track shipments and more.

FAQ

How can I check the status of my order? ([//www.dell.com/support/contents/us/en/4/article/eSupport-Order-Support/shipping-and-delivery](http://www.dell.com/support/contents/us/en/4/article/eSupport-Order-Support/shipping-and-delivery))



ORANGE LAKE FIRE DISTRICT

407 SOUTH PLANK ROAD, SUITE 5
NEWBURGH, NY 12550
TEL 845-564-8217 • FAX 845-564-0188



31 July 2018

Town of Newburgh
1496 Rt 300
Newburgh, NY 12550

Attention: Mr. Gil Piaquadio
Supervisor

Dear Gil:

The Orange Lake Fire District has determined that the Emergency Communications Building located at the Meadow Hill Water Tank location needs emergency backup power. The District is requesting approval from the town to install a backup generator and propane tank at the site.

We further request approval to install a man gate in the fence on the Countryman Lane side to allow service and fueling to the generator.

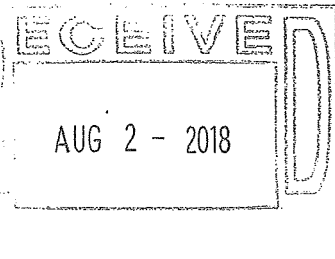
All work to facilitate the installation of the generator and man gate will be done by the district. Any permits required, will also be obtained by the District.

The board thanks you in advance for your cooperation in this request. If additional information is required, please contact the Board Chairman, Gary Ferguson at 914.541.3743.



Gary Ferguson, Chairman
Orange Lake Fire District

GF:smh



WORK SESSION



CERTIFICATE OF LIABILITY INSURANCE

ORANG-1 OP ID: BS

DATE (MM/DD/YYYY)

12/18/2018

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

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

| | | |
|--|--|---|
| PRODUCER /Warren M. Gildersleeve, Inc. 266 Route 32, PO Box 8 Central Valley, NY 10917 /Warren M. Gildersleeve Inc. | CONTACT NAME: Warren M. Gildersleeve Inc. | FAX (A/C. No.): 845-928-7777 |
| | PHONE (A/C. No. Ext.): 845-928-2231 | E-MAIL ADDRESS: wmgins@frontiernet.net |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Selective Insurance Co. | | 315 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
 Orange Lake Fire District
 407 South Plank Rd Suite 5
 Newburgh, NY 12550-2478

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | S 1686695 | 02/15/2018 | 02/15/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | S 1686695 | 02/15/2018 | 02/15/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | S1686695 | 02/15/2018 | 02/15/2019 | EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 12,000,000 |
| | 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

fire department. Town of Newburgh included as additional insured general liability CG2010. location section 56 block 1 lot 1.1

CERTIFICATE HOLDER

TOWNO-4

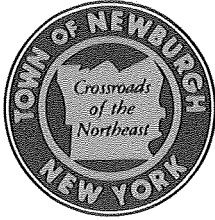
Town of Newburgh
 1496 RT 300
 Newburgh, NY 12550

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
 Warren M. Gildersleeve Inc.

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TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor
Town Board



From: Charlene M Black, Personnel



Date: December 19, 2018

Re: Clerk to Town Justice

Judge Clarino has a vacancy created by Debra Petrosky's resignation. He would like to hire Jennifer Propfe as his Clerk to Town Justice. Upon approval from the Town Board, Ms. Propfe will need to complete her paperwork, physical and fingerprints. She will be part of the management division. A hire date of January 7, 2019 is proposed. Thank you in advance.



TOWN OF NEWBURGH JUSTICE COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7161
FACSIMILE (845) 564-7171

HON. RICHARD CLARINO
TOWN JUSTICE

December 7, 2018

Hon. Gilbert Piaquadio
Supervisor of the Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: Request to Fill Vacancy

Dear Supervisor Piaquadio:

This is to respectfully request the appointment of Jennifer Propfe as Court Clerk to Town Justice to fill the vacancy created upon the resignation of Debra A. Petrosky.

Ms. Propfe's resume is attached.

Please contact me if you have any questions or wish to discuss this matter further.

Very truly yours,

RICHARD CLARINO
Town Justice, Town of Newburgh

cc: Charlene Black, Department of Personnel
James Presutti, Member of Town Board



Jennifer L. Propfe
2252 Route 9D
Wappingers Falls, NY 12590
(914) 489-7655
jennpropfe@gmail.com

- Job Objective:** To obtain full time employment as a Court Clerk or Court Assistant.
- Experience:** More than 8 years in Town Court Clerk positions in Dutchess County, NY
- Qualifications:** Substantial secretarial experience and outstanding interpersonal skills. Outstanding customer service skills and pleasant demeanor in dealing with people. Several years of experience in typing, computer data entry filing, customer service, and phones.
Highly organized and self-motivated with great attention to detail.
Proficient in Microsoft Word/Office, typing 70+ wpm.
NYS Notary Public.
- Employment:**
- Town of Lagrange Court, Lagrange, NY**
*Employed from October, 2015 – Present.
-Full Time Clerk to Judge Michael Hayes
(Proficient with the SEI Program, Liberty Court Recorder, EJustice Portal WebDVS, Processing all aspects of Criminal, Civil, and Traffic matters, phones, filing, banking, and every other aspect of the Court Clerk Position.)
- Town of Wappinger Court, Wappingers Falls, NY**
*Employed from May 2010 – November 2015.
-Clerk to the Justice (part time)
- Wappingers Central School District, Wappingers Falls, NY**
*Employed from Spring 2001 – January 2005
-Substitute Teacher
- Volunteer Work / Organizations:**
- Dutchess County Magistrate's Court Clerk Association**
*Secretary January 2018 – Present
- County Players Falls Theater, Wappingers Falls, NY 12590**
*House Manager Spring 2015 – Present
*Usher/Volunteer 2010 – Present
- Girl Scouts Heart of the Hudson, Wappingers Falls, NY**
*Girl Scout Leader 2010 – Present

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Jennifer Propte

DEPARTMENT: Justice Court

TITLE OF POSITION: Clerk to Town Justice

FULL TIME OR PART TIME: full time

HOURLY RATE: \$20.47

IS POSITION FUNDED IN CURRENT BUDGET: 1 YES OR NO

FUND APPROPRIATION NUMBER: 001-110-0100-06-05

PROPOSED HIRE DATE: 1/7/2019

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



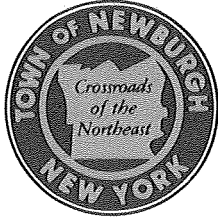
DEPARTMENT HEAD SIGNATURE

12/19/18

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor ✓
Town Board Members

From: Charlene M Black, Personnel 

Date: December 14, 2018

Re: Entry Level Clerical

Attached is Mr. Canfield's request to hire Wendy Berlingieri in the Entry Level Clerical position he has open. We sent out twenty four (24) canvas letters and interviewed three candidates. Mr. Canfield feels Ms. Burlingieri will be the perfect candidate for that position. Upon approval, Ms. Burlingieri will need to complete her paperwork, fingerprints, physical and drug/alcohol testing. A start date of January 2, 2019 is anticipated. Thank you in advance.

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Wendy Berlingieri

DEPARTMENT: Code Compliance

TITLE OF POSITION: Clerk

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$ 16.0231

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3620

PROPOSED HIRE DATE: 1/2/19

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


DEPARTMENT HEAD SIGNATURE

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



12

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: December 15, 2018

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

Totaling: \$1909.82

Feline: \$1857.07

Canine: \$52.75

Cat caught in an illegally set leg hold trap. Cat was extremely friendly (despite the pain) & wearing a Seresto Flea collar. Cat was not claimed by an owner but was adopted to a new home. A \$1000.00 donation was received to partially cover the bill.

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT

Town

CLAIMANT'S
NAME
AND
ADDRESS

Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

ID-18987

TERMS

November 2018 invoice

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

TOTAL

Abstract No.

Vendor's
Ref. No.

| Dates | Quantity | Description of Materials or Services | Amount |
|------------------------------------|-----------------------|--------------------------------------|-----------------------------|
| <i>11-4-18</i> | <i>Inv# 834807542</i> | <i>11-4-18 STRAY CAT</i> | <i>1857.07</i> |
| (See Instructions on Reverse Side) | | | TOTAL <i>1857.07</i> |

CLAIMANT'S CERTIFICATION

I, *JEAN Tobin*, certify that the above account in the amount of \$ *1857.07* 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.

12-12-18

DATE

Jean Tobin

SIGNATURE

Acct Manager

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE

AUDITING BOARD

Dr. Antonopoulos | Date: 12/11/2018 at 15:38 | Invoice: 834807542 | Cashier: Jean T

Client

Town Of Newburgh Animal Control (#18987)

645 Gidney Avenue
 Newburgh, NY 12550

Patient

11-4-2018 Stray (#118764)

Species: Feline (Domestic Short Hair)
 Sex: Female Unknown | Color: Tabby, Brown
 Birth: 11/04/2015 | Age: 3y 1m | Weight: 8 lb



Detailed Visit Information

| Date | Description | Qty | Price | Discount | Tax | Total Price |
|-----------|--|------|----------|-----------|--------|-------------|
| 11/4/2018 | Exam/Consultation Emergency Done on 11/4/2018 | 1.00 | \$131.90 | -\$75.90 | \$0.00 | \$56.00 |
| | IV Fluids Setup | 1.00 | \$186.15 | -\$186.15 | \$0.00 | \$0.00 |
| | VetScan Comprehensive Diagnostic Profile + CBC | 1.00 | \$213.45 | -\$21.34 | \$0.00 | \$192.11 |
| | Hospitalization Setup 11/4/2018 | 1.00 | \$28.49 | | \$0.00 | \$28.49 |
| | Hospitalization/hour Level 2 Fel 11/4/2018 | 6.00 | \$37.14 | | \$0.00 | \$37.14 |
| 11-4-18 | IV Fluids Setup 11/4/2018 | 1.00 | \$186.15 | -\$18.61 | \$0.00 | \$167.54 |
| | Fluids IV Maintenance/hr | 5.00 | \$25.30 | -\$2.53 | \$0.00 | \$22.77 |
| | - Fluid Additives (Pick List) LINK | 1.00 | \$0.00 | | \$0.00 | \$0.00 |
| | - Fentanyl (gen) 50mcg/mL/mL ADD | 1.50 | \$7.97 | | \$0.00 | \$7.97 |
| | Robenacoxib (Onsior) 20mg/mL/mL | 0.36 | \$31.87 | | \$0.00 | \$31.87 |
| | Idexx FeLV/FIV/Heartworm Test Ag | 1.00 | \$72.05 | -\$35.05 | \$0.00 | \$37.00 |
| | Ampicillin Na (gen) 20mg/mL/mL | 4.00 | \$14.26 | | \$0.00 | \$14.26 |
| | Enrofloxacin (Baytril) 22.7mg/mL/mL | 0.80 | \$14.52 | | \$0.00 | \$14.52 |
| | Ampicillin Na (gen) 20mg/mL/mL Done on 11/5/2018 | 4.00 | \$14.26 | | \$0.00 | \$14.26 |
| 11-5-18 | Fluids IV Maintenance/hr 11/5/2018 | 8.00 | \$40.48 | -\$4.04 | \$0.00 | \$36.44 |
| | Hospitalization/hour Level 2 Fel 11/5/2018 | 8.00 | \$49.52 | | \$0.00 | \$49.52 |
| 11-5-18 | Forelimb Amputation 11/5/2018 | 1.00 | \$666.40 | -\$66.64 | \$0.00 | \$599.76 |
| | - Block Local Anesthesia | 1.00 | \$100.40 | -\$10.04 | \$0.00 | \$90.36 |
| | - Anesthesia Link15-60min | 1.00 | \$0.00 | | \$0.00 | \$0.00 |
| | - Anesthesia 15-60min Risk 1 | 1.00 | \$230.80 | -\$230.80 | \$0.00 | \$0.00 |
| | Includes: Pre-anesthetic Exam Pre-anesthetic Medications Anesthesia Induction Anesthesia Maintenance Anesthesia Monitoring Recovery Monitoring and Care | | | | | |
| | - Fluids Surgery | 1.00 | \$146.60 | -\$146.60 | \$0.00 | \$0.00 |

Thank you for trusting us with your pet's care. Your friends at Flannery Animal Hospital PC.

Dr. Antonopoulos | Date: 12/11/2018 at 15:38 | Invoice: 834807542 | Cashier: Jean T

| | | | | | | |
|---------|---|--------------|--------------------|---------|------------------|--------------------|
| | - Fluid Additives (Pick List) LINK | 1.00 | \$0.00 | | \$0.00 | \$0.00 |
| | - Fentanyl (gen) 50mcg/mL/mL | 5.50 | \$11.49 | | \$0.00 | \$11.49 |
| | ADD | | | | | |
| | AmoxiClav (Clavamox) 62.5mg/mL 15mL | 1.00 | \$42.50 | | \$0.00 | \$42.50 |
| | Gabapentin (gen) 50mg/mL/mL | 15.00 | \$27.90 | | \$0.00 | \$27.90 |
| | Robenacoxib (Onsior) 6mg Fel 3ct | 1.00 | \$22.51 | | \$0.00 | \$22.51 |
| | Hospitalization/hour Level 2 Fel 11/5/2018 | 9.00 | \$55.71 | -\$5.57 | \$0.00 | \$50.14 |
| | Hospitalization/hour Level 2 Fel 11/5/2018 | 7.00 | \$43.33 | | \$0.00 | \$43.33 |
| 11-6-18 | Hospitalization/hour Level 2 Fel 11/6/2018 | 8.00 | \$49.52 | | \$0.00 | \$49.52 |
| | Fluids IV Maintenance/hr 11/6/2018 | 8.00 | \$40.48 | | \$0.00 | \$40.48 |
| | Hospitalization/hour Level 2 Fel 11/6/2018 | 8.00 | \$49.52 | | \$0.00 | \$49.52 |
| | Medical Occupancy/Convalescence 11/6/2018 | 2.00 | \$5.28 | | \$0.00 | \$5.28 |
| | Pain Management Level 1 Medical | 1.00 6.00 | \$45.75 \$15.84 | | \$0.00 \$0.00 | \$45.75 \$15.84 |
| | Occupancy/Convalescence 11/6/2018 | | | | | |
| | Medical Occupancy/Convalescence 11/7/2018 | 8.00 | \$21.12 | | \$0.00 | \$21.12 |
| 11-7-18 | Medical Occupancy/Convalescence 11/7/2018 | 12.00 | \$31.68 | | \$0.00 | \$31.68 |

Subtotal: **\$1,857.07**

| | | |
|-----------|----------|-----------|
| Discounts | Courtesy | -\$803.27 |
|-----------|----------|-----------|

Invoice Summary

| Patient Name | Total Price | Total Discount | Total Tax | Total Due |
|-----------------|-------------|----------------|-----------|------------|
| 11-4-2018 Stray | \$2,660.34 | -\$803.27 | \$0.00 | \$1,857.07 |

| | |
|---------------|--|
| Prev Balance: | |
| Total Due: | |
| Amount Paid: | |
| Amount Due: | |

Thank you for trusting us with your pet's care. Your friends at Flannery Animal Hospital PC.

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT

TONAC

CLAIMANT'S
NAME
AND
ADDRESS

15 + 18987
Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

TERMS

October 2018

| | | |
|-----------------------|--------------|-------------|
| Date Voucher Received | | VOUCHER NO. |
| FUND - APPROPRIATION | AMOUNT | |
| | <i>52.75</i> | |
| | | |
| | | |
| | | |
| TOTAL | | |
| Abstract No. | | |

Vendor's
Ref. No.

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|---------------|----------|--------------------------------------|--------------|--------------|
| <i>0-8-18</i> | | <i>FAVE 428352 Zee (AOS)</i> | | <i>59.82</i> |
| | | | | <i>52.75</i> |
| | | | TOTAL | <i>59.82</i> |

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, *Jean Tobin*, certify that the above account in the amount of \$ *59.82* 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.

12-12-18

DATE

Jean Tobin

SIGNATURE

Accts Manager

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE

AUDITING BOARD

Flannery Animal Hospital

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

Oct 15, 2018

**Invoice Number
428352**

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

Zee (# AOJ)

Rabies Vaccine: 10/09/2019

Species: Canine
Sex: Male Neutered
Age: 10 years old
Breed: Corgi
Coat Color: Tan/White
Rabies Tag Number: 5908

| Date | Description | Qty | Price |
|------------|---|-----------|--------------------|
| 10/08/2018 | Boarding - Town/City/Shelter ¹ | 1.00 | \$ 28.00 |
| | Capstar Over 25Lbs Unit Dose | 1.00 Dose | \$ 7.07 |
| 10/09/2018 | Town/City - Rabies Vaccine 1 year | 1.00 | \$ 21.00 |
| | OSHA Compliance Biohazard Fee | 1.00 | \$ 3.75 |

Total for Zee: \$ ~~59.82~~

Total Invoice: \$ ~~59.82~~

Previous Balance: \$ _____

Total Amount Due: \$ 59.82

New Baiance Due: \$ _____

Provider Boarding
Staff Vet
Dr. Kim Keller

Current Account Status

| Current Invoice: | 0 to 30 Days | 31 to 60 Days | 61 to 90 Days | Over 90 Days | Total A/R |
|------------------|--------------|---------------|---------------|--------------|-----------|
| \$ 59.82 | \$ - | \$ - | \$ - | \$ - | \$ - |

Notes

¹10/8 - 10/9



TOWN OF NEWBURGH

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: Town Board & Gil Piaquadio, Town Supervisor

From: Ronald E. Clum, Town Accountant

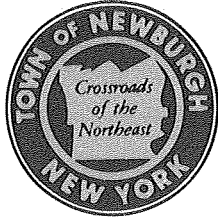
Date: December 17, 2018

RE: Budget Transfers

Upon review of the year to date expenditure reports there are some Budget Adjustments that should be made before year end. Can you please approve put these onto the next meeting and approve? Thank you in advance.

| FROM ACCOUNT | | TO ACCOUNT | Dollar Amount |
|--------------------------------------|--|------------|---------------|
| Account Description/ Account Name | Account Number/ Account Name | | |
| A.1990.5499 CONTINGENCY ACCOUNT | A.1110.5100 JUSTICE COURT - PAYROLL | | \$ 35,000.00 |
| F.1910.5499 WATER - INSURANCE | F.8330.5100 WATER - PAYROLL | | \$ 10,000.00 |

14A



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: town-clerk@townofnewburgh.org

MEMO

TO: Hon. Gil Piaquadio, Town Supervisor
All Town Council Members

FROM: Andrew J. Zarutskie, Town Clerk

DATE: December 20, 2018

RE: Credit Card Payments in Town Clerk's Office

The management and staff of the Town Clerk's office is proposing instituting the use of credit cards to pay for our services.

Deputy Town Clerks Joseph Pedi and Lisa Ayers have put in a great deal of work researching and formulating the means by which this will be done. Their proposal, based on this research, is attached.

Please note that there are no costs to the Town. The credit card fees will be paid by the user, not by the Town.

Credit card payments will be accepted for dog licenses, marriage licenses, ZBA fees, FOIL fees, and miscellaneous charges.

Because hunting and fishing licenses are issued via a completely separate computer system, owned by New York State Department of Environmental Conservation, and because the state share of these fees is removed by DEC directly from our checking account, we will not be able to charge the fees for hunting and fishing licenses by credit card at this time.

Town Clerk Proposal

Proposal: Introduce Credit Card payments to Town Clerk's Office

Proposal Summary:

Town Clerk's office accepts cash or check payments for the following items:

- a. Dog Licenses
- b. Marriage Licenses
- c. Public Hearing Fees for Planning Board and Zoning Board of Appeals applications
- d. Application Fees for Planning Board and Zoning Board of Appeals applications
- e. Excavation Fees
- f. Game licenses issued by Department of Environmental Conservation (DEC)

Currently, only acceptable forms of payment are cash and checks. Town Clerk's Office wishes to add the option of accepting payments with credit cards. WITH THE EXCEPTION OF GAME LICENSES OFFERED BY DEC. DEC payments would remain as cash or check.

Town Clerk utilizes software implemented by Business Automated Solutions (BAS) of Clifton Park, New York. BAS partners credit card payments with {Forte}. There is no integration between {Forte} credit card system and BAS software. {Forte} handles the credit card activity and BAS handles the administration of the Town Clerk activity.

Fees:

Residents will pay 2.45% of any payment with a minimum fee of \$1.95. Dog licenses, however, have a flat fee of \$1.75 that the resident will pay. As an example, a standard dog license requires a payment of \$7.50. Residents using credit card as payment will ultimately pay a total of \$9.25 which is the sum of the \$7.50 license plus the \$1.75 fee for using the credit card.

Costs:

- a. There is no cost for the {Forte} credit card software.
- b. There is no cost for the {Forte} credit card scanner.
- c. Town will need to setup a hard wired internet connection to the {Forte} credit card scanner.
- d. There is no license fee or annual maintenance for the {Forte} credit card software.

Advantages:

1. Option of credit card payments offers citizens another option to pay fees.
2. Credit card payments will allow citizens the future option of renewing dog licenses remotely using online software if the animal's rabies vaccination is current.

3. Option of credit card payments keeps us up to date with other municipalities that accept credit card payments.

Disadvantages

1. There is always the threat of database breach of credit card information.

On Fri, Nov 2, 2018 at 2:19 PM, Antoinette Cooper <Antoinette.Cooper@forte.net> wrote:
Hi Lisa,

Thank you for taking time out of your busy schedule to speaking with me. We are excited about the opportunity to earn your business. As promised, I have attached a pricing proposal along with a recap of our conversation.

General Recap:

- The Town would like to accept payments In-Office (Point of Sale) only at this time for Dog License and Town Clerk. No integration to the BAS cashiering software at this time. The terminal is stand-alone and processes directly to Forte. Payments will be keyed into the BAS software and applied similar to how the staff handles payments In-Office today.
- The Town will establish two (2) separate accounts/ MIDS (Merchant ID) one (1) for Dog License and one (1) for Town Clerk which includes DEC, marriage license, death license, certified copies, and etc.
- We will need two (2) applications completed. One (1) application for Dog License and one (1) for Town Clerk.
- The Town will have deposits for Dog Module and Town Clerk being deposited into one (1) Bank Account.
- There are no set-up fees or annual maintenance for the use of Forte's services when used in a Service Fee model.
- The Service Fee of 2.45% or a minimum of \$1.95 whichever is greater for credit cards for all payment types (except Dog License). The Dog License is a flat fee \$1.75 up to \$150.00.
- The VeriFone VX 520 credit card terminal will programmed with separate MIDs for Dog License and Town Clerk. The person taking the payment would have to scroll down to select the MID for either Dog License Merchant Account or Town Clerk. The MID for Dog License will be programmed to calculate pricing for a flat fee of \$1.75 up to \$150. The MID for Town Clerk will be programmed to calculate pricing for 2.45% or a minimum of \$1.95 whichever is greater.
- The Town will be accepting all credit types. Debits cards will be accepted and processed offline through the credit card network as a credit card payment of 2.45% or a minimum of \$1.95 whichever is greater. The Dog License is a flat fee of \$1.75 up to \$150.00.
- Daily we email you an Auto Daily Transaction Report that details all payments made to make reconciliation easy and seamless.
- Once your account as been fully enrolled you and the BAS team will be notified.
- You will have access to your transactions in our "real time" reporting system along with a host of other reports.
- Our Implementation team will contact you to schedule training on our "real time" reporting system.
- The Town's anticipated go-live date is January 1, 2019.

Recap of Conversation: In office (Point of Sale) Transaction for Dog Module and Town Clerk

- For POS (In-Office) transactions we will be using our VeriFone Vx520 credit card terminal in stand-alone mode. This terminal will not be connected nor integrated to the BAS solution at this time. The terminal will need Power and a dedicated hard-wired internet connection.
- The Town will be using one (1) terminal for Dog License and Town Clerk. The terminal will be programmed with the 2 separate merchant accounts which the Cashier will need to scroll to the correct one.
- The Town will pass the service fee onto the resident for POS transactions. The terminal will automatically calculate the correlating service fee against the principal amount of the payment.



**PRICING FEE SCHEDULE
Town of Newburgh, NY**

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office incurs no cost.

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.45% of the payment amount with a minimum fee of \$1.95 whichever is greater
Dog License: flat fee \$1.75 up to \$150


Electronic check

Includes Forte Verification for known accounts

| Check Transaction Tiers | Fees | Frequency |
|------------------------------|------------------------|-----------------|
| \$0.00 to \$50,000.00 | \$1.75 w/Verification | Per Transaction |
| \$50,000.01 to \$75,000.00 | \$3.00 w/Verification | Per Transaction |
| \$75,000.01 to \$100,000.00 | \$6.00 w/Verification | Per Transaction |
| \$100,000.01 to \$150,000.00 | \$10.00 w/Verification | Per Transaction |
| \$150,000.01 + \$250,000.00 | \$15.00 w/Verification | Per Transaction |

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

| Standard Product and Optional Service Pricing | Description | Fees and Cost of Equipment |
|---|---|---|
| VeriFone Vx520 EMV Terminal |  | \$00.00 per reader plus shipping *equipment is place at no-cost at Forte's expense and will remain the asset of Forte. |
| VeriFone Vx520 Hybrid Cable Requirement | Used for Hybrid Load Terminals | \$24.95 |
| On-line Reporting Tools | All Channels (INT, IVR, POS) | Unlimited Users \$0.00 |
| Set-Up Fee | Configuration, Implementation, Training | WAIVED |



Appendix A: Pricing Proposal – Town of Newburgh BAS Integrated Partnership

Service Fee Option:

Forte Payment Systems offers:

- Service fee model pricing for those departments who request us to charge the constituent a fee for using the system to make a payment.

We acknowledge the card association rules and will process the transactions according to those rules.

- In a tax service fee environment, Forte Payment Systems will process two separate transactions settling the tax amount into a government designated account and the service fee into a Forte Payment Systems account.
- In a non tax service fee environment, Forte Payment Systems will process one transaction and split off the service fee. Forte will settle the principal amount of the transaction into the governments designated account and the service fee into a Forte Payment Systems account.

Service Fee Model Pricing: Internet (WEB) and Point-of-Sale (POS)

MasterCard, Visa, Discover and American Express cards

- 2.45% of the payment amount for Tax Payments with a minimum fee of \$1.95, whichever is greater

Example 1- if the department's average payment is \$100.00, the service fee that would be charged to the citizen for this department would be \$2.45 ($\$100.00 \times 2.45\% = \2.45).

Example 2- if a department's average payment is \$50.00, the service fee that would be charged to the citizen for this department would be \$1.95. ($\$50.00 \times 2.45\% = \1.23 , the minimum fee of \$1.95 would apply).

Tax Departments: Visa Debit Card Pricing

- Flat fee of \$3.95

Tax Departments: ECheck Pricing

- Flat fee of \$1.75 w/ATM Verify Verification Services

Equipment Placement

Merchant understand and agrees that it will not acquire any title, or any other ownership right to any equipment provided by Forte in conjunction with the Services hereunder. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Forte and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation if any such becomes necessary. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software and such will be protected under the Agreement. At all times, Forte or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Upon termination of this Agreement, Merchant shall return any equipment provided by Forte, to Forte at Forte's expense and in accordance with Forte's instructions for return.

Select pricing option desired: Absorbed Pricing Service Fee Pricing

*Required Merchant Signature: _____

Date _____

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all exhibits and addendums hereto, is made by and between Forte Payment Systems, Inc. ("Forte") a California corporation and _____ ("Agency").

Forte and its affiliates provide payment processing services including Credit Card, Debit Card and Automated Clearing House ("ACH") processing services (the "Services") selected by the Agency who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. Definitions.

Account: Bank Account or Card Account.

Account Holder: The owner of the Card or Bank Account to which a Transaction may apply.

Business Day: Any day other than Saturday, Sunday or Federal Holidays.

Card: Credit Card or Debit Card.

Chargeback: The procedure by which an Account Holder attempts to reverse the funding of a Transaction by contacting the Account Issuer to which the Transaction was performed.

Issuer: The bank or financial institution which issued the Account to the Constituent.

Downgrade: Any transaction that fails to qualify for the best level of Interchange qualification.

Payment Associations: MasterCard, Visa, Discover, American Express, NACHA and any applicable debit card networks.

Payment Processor: An entity which processes electronic financial transactions, including but not limited to ACH, Credit Card, Debit Card, into the appropriate network for each type of payment, on behalf of merchants.

Rule: Operating Rules which are established by the applicable Payment Associations.

Regulation: Any applicable Local, State and Federal Law.

Settlement Account: A checking or savings account at a financial institution designated by Agency as the account to be debited and credited by FORTE or Processor for any amounts owed as a result of any applicable Transactions.

Transaction: Electronic request submitted to FORTE to affect a Constituent's Account.

Validation Code: The 3 or 4 digit security code printed on the signature panel of most Cards or on the top right of American Express Cards.

2. Use License.

Subject to the terms and conditions of this Agreement, FORTE hereby grants to Agency a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and Agency hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. Agency may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Agency nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide Agency with a license of any third-party proprietary information or property.

3. Ownership.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary

Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Agency (or any of its affiliates), even when refinements and improvements result from Agency’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, Agency hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Agency or any of its affiliates may have in and to such refinements and improvements.

4. Confidentiality.

Agency acknowledges that the products, services and information relating to FORTE’s products and services (including without limitation these Terms and Conditions) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE (the “Confidential Information”). Agency will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Agency nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity, except to those of Agency’s employees or affiliates who require access for Agency’s authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Agency acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to FORTE. As such, if FORTE becomes aware of Agency’s breach or threatened breach of this Section, FORTE may suspend any and all rights granted to Agency under these Terms and Conditions and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to FORTE.

5. Term and Termination

5.1 Term. This Agreement shall become effective upon the date this Agreement is executed by both parties and shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intent to terminate the Agreement no later than 90 days prior to the end of any term.

5.2 Termination. In the event of a material breach of this Agreement by one party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other party may terminate by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to Agency or its financial condition; or (ii) Agency experiences excessive chargebacks; or (iii) Agency experiences an actual or suspected data security breach; or (iv) Agency violates any applicable Law, Rule or Regulation; or (v) termination is deemed necessary by FORTE to comply with any applicable Law, Rule or Regulation.

6. Transaction Processing

6.1 Accepting Transactions. FORTE shall process Credit Card, Debit Card and ACH Transactions on the Agency’s behalf on a 24-hour basis. Transactions which are received

before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

- 6.1.1 **Sale Transactions.** All Transactions sent to FORTE utilizing the "Sale" method will automatically be captured for settlement in time for the next designated cut-off time.
- 6.1.2 **Auth/Capture Transactions.** If Agency opts to utilize an "Authorize" method rather than a "Sale" method for a Transaction, then it will be the responsibility of Agency to submit a corresponding "Capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.
- 6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.
 - 6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, Agency must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.
- 6.3 **Agency Account.** In order to provide transaction processing services, FORTE may need to establish one or more Agency Accounts on Agency's behalf or require Agency to establish a Agency Account with a provider pre-approved by FORTE.
- 6.4 **Limited-Acceptance Agency.** If appropriately indicated on Agency's application attached hereto, Agency may be a limited-acceptance Agency, which means that Agency has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer, Vantiv LLC ("Acquirer") have no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Agency, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.
- 6.5 **Bona Fide Sales.** Agency shall only complete sales transactions produced as the direct result of bona fide sales made by Agency to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Agency, or for purposes related to financing terrorist activities.
- 6.6 **Setting Limits on Transaction Amount.** Agency may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Agency may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Agency is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 -Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- 6.7 **Modifying Transactions.** Agency shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between Agency's records, FORTE and Agency's bank, or with respect to any Transaction that Agency believes was made erroneously or without proper authorization. At Agency's request, FORTE will make reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic

mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by Agency to make such requests and delivered to FORTE. Agency agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Agency or other third parties as a result of FORTE's inability to accomplish the request before the Transaction has been processed through the applicable Payment Network.

- 6.8 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to Agency which is improperly formatted, is untimely, is missing information which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to Agency by reason of the rejection of any such Transaction.
- 6.9 Returned Items.** FORTE shall make available to Agency details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to Agency's Settlement Account.
- 6.10 Chargebacks.** Agency acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. Agency understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to Agency like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from Agency's designated settlement account or any payment due to Agency.
- 6.11 Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate Agency's access to the Services should Agency's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide Agency with notice and a time to cure its excessive chargebacks prior to suspending or terminating Agency's access to the Services. Agency acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, Agency's name and contact information as well as transaction details should Agency's chargeback ratio exceed the allowable limits in any given period.
- 6.12 Resubmitting Transactions.** Agency shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or (iii) unless a new authorization is obtained from Constituent.
- 6.13 Settlement.** Settlement of Agency's funds for Transactions, less any Chargebacks or Returns, to Agency's designated settlement account will occur within 72 hours of Origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process Agency's sales data to facilitate the funds transfer between the various Associations and Agency. After Acquirer receives credit for such sales data, Acquirer will fund Agency, either directly to the Agency-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. Agency agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to Agency, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and Agency. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless a Agency-owned account is otherwise designated below. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Agency

if settled to Agency-owned account or debited from the FORTE Designated Account if settled to that account.

- 6.14 **Provisional and Final Payment.** Agency, Agency's third party senders (if applicable), and/or Agency's agent(s) understand and agree that Entries may be transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and Agency will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of Agency concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless Agency and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.
- 6.15 **Reporting.** FORTE will make daily Origination and Deposit reports available to Agency on a 24/7 basis through the FORTE Internet-based Payments Gateway platform.

7. Transaction Authorization

- 7.1 **Constituent Authorization.** Agency shall obtain authorization from Constituent prior to requesting a Transaction to Constituent's account.
- 7.2 **Retention.** Agency shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.
- 7.3 **Revoked Authorization.** Agency shall cease initiating Transactions to a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authority. Agency may re-initiate Transactions to a Constituent's account only upon receiving new authorization from Constituent.

8. **Agency Prohibitions.** Agency must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Agency impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Agency, v) disburse funds in the form of cash unless Agency is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Agency), or Agency is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the acquirer and subsequently returned to Agency, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Agency, or ix) submit a transaction that represents collection of a dishonored check. Agency further agrees that, under no circumstance, will Agency store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Agency nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

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9. Authorization.

- 9.1 Agency authorizes FORTE to electronically debit and credit Agency's designated bank account(s) for any amounts owed to or by Agency in accordance to the terms of this Agreement.
- 9.2 If Agency uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, Agency authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, Agency authorizes Partner to originate transactions and receive the corresponding results on its behalf.

10. Constituent Disputes.

All disputes between Agency and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between Agency and Constituent. Agency agrees that FORTE bears no responsibility or involvement in any such dispute.

11. Compliance with Laws, Rules and Regulations.

In performing its duties under this Agreement, each party agrees to comply with all applicable Rules, Regulations and Laws. Agency agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on Agency for any violation of the Rules, Regulations or Laws by Agency, such fee or fine may be passed through Forte to Agency. Without limiting the foregoing, Agency agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Payment Associations, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations.

12. Pricing and Payment.

- 12.1 FORTE will provide the Services in accordance with the pricing fee schedule(s) attached hereto as Appendix A. Pricing schedules which utilize an Absorbed Fee Model will be billed to the Agency monthly in arrears and will automatically be debited from Agency's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.
- 12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by Agency. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.
- 12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by Agency during any term of this Agreement, FORTE will pass through the increases with no additional markup to Agency. FORTE will provide Agency a minimum of thirty (30) days notice of any change or adjustment in fees.

13. Indemnification.

To the extent permitted by law, each party bears all responsibility for its own employees' actions while in its employ. Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including

settlement costs, that relate to or result from (i) any material breach of this Agreement, including but not limited to a breach of the party's representations and warranties contained herein; or (ii) any actual or alleged violation by the party of any applicable Law, Rule or Regulation.

14. Limits of Liability.

- 14.1 Neither party shall be liable to the other party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. FORTE's maximum liability hereunder for any claims whatsoever shall not exceed the greater of (i) \$50,000; or (ii) the total amount of all fees paid by Agency to FORTE during the three (3) month period preceding the origination of the claim giving rise to liability. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.
- 14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.
- 14.3 Should FORTE become aware that any of its technology is found to infringe upon the copyright, patent, trade secret or other proprietary right held by a third party, FORTE shall, at its own expense and in its sole discretion either procure for Agency the right to continue using the infringing technology; modify the infringing technology so it is no longer infringing without adversely affecting the technology's performance; or replace the infringing technology with other equivalent, non-infringing equipment or software without adversely affecting the technology's performance.

15. Representations and Warranties.

15.1 FORTE's Representations and Warranties.

- 15.1.1 FORTE represents and warrants to Agency that FORTE's agreement to provide its products and services to Agency and to perform the Services hereunder does not violate any agreement or obligation between FORTE and any third party.
- 15.1.2 To the best of FORTE's knowledge, no performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.1.3 When executed and delivered by FORTE, the agreement with Agency will constitute the legal, valid, and binding obligation of FORTE, enforceable in accordance with its terms.

15.2 Agency's Representations and Warranties.

- 15.2.1 Agency's agreement to license FORTE's products and services and to engage FORTE to perform the Services hereunder does not violate any agreement or obligation between Agency and any third party.
- 15.2.2 To the best of Agency's knowledge, neither any information delivered by Agency to Forte in support of this Agreement nor Agency's performance of its obligations hereunder infringe on any copyright, patent, trade secret or other proprietary right held by any third party.
- 15.2.3 None of the activities for which Agency has engaged the services of Forte shall violate any international, federal, state, or local law or regulation, including but not limited to laws relating to consumer non-public financial information.
- 15.2.4 When executed and delivered by Agency, the agreement with Forte will constitute the legal, valid, and binding obligation of Agency, enforceable in accordance with its terms.

16. Service Policy.

Except as otherwise specifically provided herein, Forte's products and services are provided hereunder "As Is" without warranty of any kind. Agency acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of this Agreement by Forte. Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

17. Force Majeure.

Neither party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

18. Assignment.

The rights granted under this Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld.

19. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the internal laws of the state in which the party being sued is domiciled.

20. Amendment.

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

21. Publicity.

Neither party shall use the other party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. Notice.

Any notice required to be given by either party hereunder, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to Forte:

Forte Payment Systems
500 W. Bethany
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to Agency:

23. Headings.

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. Severability.

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

25. Entire Agreement; Waiver; Counterparts.

This Agreement constitute the entire understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement. Either party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

Forte Payment Systems, Inc:

Agency:

By: _____

By: _____

Name: _____

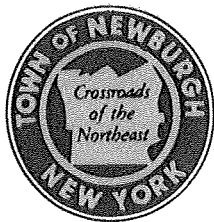
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

14B

ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554

Fax: 845-564-8589

e-mail: town-clerk@townofnewburgh.org

MEMO

TO: Hon. Gil Piaquadio, Town Supervisor
All Town Council Members

FROM: Andrew J. Zarutskie, Town Clerk

DATE: December 20, 2018

RE: Computerizing FOIL Process

The management and staff of the Town Clerk's office is proposing computerizing the Freedom of Information Law (FOIL) process in the Town of Newburgh.

The Town of Newburgh is one of the few towns in our region which does the entire FOIL process manually and does not use computer systems in any way.

I have heard from other Town Clerks that computerizing the FOIL process not only expedites the process, it virtually eliminates chances of error.

The system will be maintained by ^{BAS}ERS, which is the software we use for most of our other processes (Marriage license, Dog license, etc.) We have had little to no trouble with ^{BAS}ERS in the past, and find them to be easy and pleasant to work with. ^{BAS}

Town Clerk Proposal

Proposal: Purchase database management software for Freedom of Information Law (FOIL) process.

Proposal Summary:

In 2018, Town Clerk's Office processed approximately 900 FOIL requests. The process of managing FOILS is strictly manual. It involves making photocopies and making individual files for each FOIL request. Business Automated Solutions in Clifton Park, New York offers a software package that will allow the Town Clerk's Office to better manage the FOIL request process.

Each FOIL request is entered into the software. The operator entering the FOIL request is required to enter key characteristics like date entered, name of citizen requesting information, date information is received, nature of FOIL request, etc.

Operator can then cross reference FOIL requests based on those key characteristics. For example, all FOIL requests for a particular citizen can be found quickly. In addition, all FOIL requests for a particular property can be located. Past due FOILS can be managed. Open FOILS can be managed better. Lost FOILS will be eliminated.

With the ever increasing number of FOIL requests, it would be prudent to move from a manual system of FOIL management to a more automated system of FOIL management that will allow the Town Clerk's Office to not only manage the FOIL process but to measure its effectiveness. A process cannot be managed unless it can be measured. We are not sure if we are doing a good job with regard to timeliness.

First Year Costs:

| | |
|---|---------|
| 1. FOIL Tracking Software for two Workstations | \$2,500 |
| 2. System Configuration, Installation and Training | \$900 |
| 3. Monthly Support and Maintenance (\$125 per month invoiced annually) | \$1,500 |

Total First Year Costs will be \$4,900. Then annual costs after first year will be \$1,500.

Advantages

1. Software will enable Town Clerk's Office to better manage the ever increasing volume of FOIL requests. In addition, the data contained in each FOIL will be more accessible.
2. Citizens can enter their own FOIL request remotely and/or directly into

software.

3. Completed FOIL requests will no longer need to be filed.

Disadvantage

1. High first year costs (\$4,900) plus moderately high annual cost of \$1,500.
2. Initially, the information on each FOIL request must be entered into software.
As the system matures, FOIL requests can be entered directly into software.

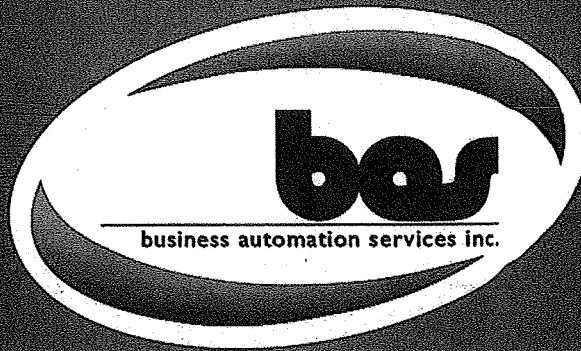
TOWN OF NEWBURGH

FOIL TRACKER SYSTEM

PROPOSAL



NOVEMBER 2018



COMPANY PROFILE

Established in 1987, Business Automation Services Inc. has become more commonly known today as BAS. We are a New York State Corporation located in Saratoga County with 800+ municipal clients throughout Arizona, Connecticut, Kentucky, Massachusetts, New York, Pennsylvania, and South Carolina. BAS is recognized as a leader in the development of software solutions for local governments.

Over the years, we have grown into much more than a software development company. Our current staff of 40+ professionals provide a wide variety of services including project management, systems analysis, custom software development, website design and IT/network management services.

Our thorough experience allows us to offer our clients an integration and e-government platform as local governments strive to improve their systems and internal operations in order to deliver cost-effective, added value services to their residents.

SOFTWARE SOLUTIONS

- Clerk Licensing
- Tax Billing & Collection
- Permits, Code Enforcement, Fire Inspections
- Planning & Zoning
- Accounting
- Payroll
- Fixed Assets
- FOIL Tracker
- Animal Control/Animal Shelter
- Parks & Recreation
- Web Portal - Service Request System
- Utility Billing
- Website Design & Hosting

IT SERVICES

- Cybersecurity
- Total Data Protection
- Disaster Recovery & Business Continuity
- Needs Assessment/Infrastructure Analysis
- Network Planning, Design & Implementation
- Network Management (24x7x365 Support)
- Email Management and SPAM Filtering
- Online Backup
- Surveillance Camera Systems

PRODUCT SUPPORT & SERVICES

- Annual User Group Meeting
- Telephone Support (24x7)
- Annual Software Updates

The BAS Commitment to develop quality software and to provide the best possible service and support to municipal government is second to none!



"Transforming the way government works"

661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

11/5/2018

TOWN OF NEWBURGH

FOIL TRACKER QUOTATION

SOFTWARE/SERVICES:

2 Workstations

FOIL TRACKER SYSTEM:

\$2,500

Implementation Services:

\$900

System Configuration & Installation (\$600)
(4 hours)

Software Training (\$300)
(2 hours via webinar)

Total Software/Services:

\$3,400

Annual Software Support & Maintenance Fee:
(\$125/month invoiced annually)

\$1,500

Total 1st Year Cost:

\$4,900

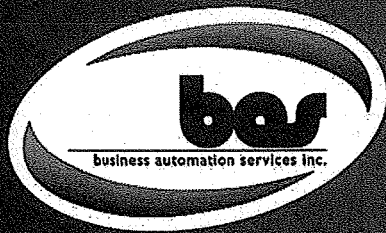
Approved by:

Name

Signature

Title

Date



FOIL TRACKER

Our FOIL Tracker System is designed to manage all Freedom of Information Law requests within a municipality. This software system is user-friendly, allows for easy retrieval of critical data, and offers quick access to information regarding the status of any FOIL request. By utilizing the Tracker Program and following the phases step-by-step, this system can help the user ensure compliance with relevant Freedom of Information Laws.



SOFTWARE FEATURES

- ✓ Easily manage all records associated with FOIL requests
- ✓ Display all active and closed requests
- ✓ Manage the creation through the close of the request within a three phase program
- ✓ Recieve notifications for pending, upcoming or past due FOIL requests
- ✓ Customize letter creation within the system which can be directly attached to an email
- ✓ Attach any related documents directly to the FOIL request record
- ✓ Advanced search options to easily retrieve all active, closed, and/or disposed requests
- ✓ Report on active, closed or disposed requests, as well as any fees, payments and deposits
- ✓ Track FOIL requests which have met their legal retention
- ✓ Notify users when the requests can be purged from your current system

“ We are very happy with BAS's FOIL Tracker system. It's been a great process and experience. We have had excellent results and it is very user friendly. It has organized and streamlined the FOIL process and we have opened and closed more than 600 Foils this year alone. So we know it works! Love it!

Michelle George *Office of the City Clerk, Utica, NY* ”

Software License Agreement
For
Business Automation Services, Inc. ("BAS") Systems

1. License

- 1.1 BAS grants to Customer, subject to the terms and conditions in this Agreement, a non-exclusive, non-transferable, perpetual license to use, in a manner consistent with its design, the proprietary BAS Software as described and listed on the original quotation and/or purchase confirmation or invoice.
- 1.2 The Software is licensed not sold. The Customer shall have the right to use the Software solely for its own internal operation and shall not assign, sell, rent, give away or transfer the Software to any other party.
- 1.3 The Customer may make sufficient copies of the Software for backup purposes but will not publish the Software for others to copy.
- 1.4 Recurring Annual Software Support and Maintenance charges are set forth on the original quotation and/or purchase confirmation or invoice for the licensed Software; BAS reserves the right to increase these charges based on changes in its cost of doing business.

2. Support Services

- 2.1 If the Software does not perform in accordance with the warranty set out in Paragraph 3.2 BAS will provide error maintenance at no additional charge. Error maintenance will be provided in a reasonable manner consistent with the nature of the error.
- 2.2 Customer agrees to monitor the performance of the Software and to provide backup operations for the data and BAS Software to protect itself from loss due to any error conditions.
- 2.3 BAS will provide unlimited telephone support for the Software to the Customer during its normal business hours (9:00 a.m. – 5:00 p.m.). Emergency support, after normal business hours, is available Monday-Sunday including holidays by calling the BAS main office telephone number.
- 2.4 From time to time BAS may modify or enhance the Software which may result in new releases (updates) of the Software. BAS will provide updates as part of the Annual Software Support and Maintenance charge. Customer agrees to install a new release within ten days of receipt. Failure to install a new release may result in billable services per 2.5 below. An "update" is a modification to existing source code that is considered by BAS to be error maintenance or BAS initiated enhancements or NYS mandated changes that are included as part of the Annual Software Support and Maintenance charge. An "upgrade" is new Software that replaces the Customer's current Software or a new Software module that includes additional capabilities or features mandated by New York State or a major overhaul (Software re-programming) due to the use of new technology released by Microsoft (the operating system vendor). An "upgrade" is not considered part of the Annual Software Support and Maintenance charge and will be provided at a fee to be determined by BAS.
- 2.5 Any other support services required from BAS by the Customer (by way of example, but not limited to, training, data conversion, systems analysis, custom software development, disaster recovery, technical hardware/network/operating system, general operations support, etc.) will be billable per BAS's Professional Rate Schedule which is subject to change or adjustment from time to time during the term of this Agreement. If the Customer should need such support services at any time, BAS will provide the Customer a written cost estimate based on the Professional Rate Schedule then in effect.

3. Warranties

- 3.1 BAS warrants that it has the right to grant a license for the Software to operate on the number of individual computers required by the Customer.
- 3.2 BAS warrants that the Software will conform with the functionality described in the promotional materials or user instructions which will be provided to the Customer by BAS at the time of delivery. This warranty is void if Software errors or malfunctions are caused by Customer's computer equipment malfunction, by Software modifications not made by BAS or other restricted actions by Customer as specified in Paragraph 6, by incorrect data entry, or procedures used, by Customer's personnel, or if Customer fails to install a new Software release (update) provided to Customer under Paragraph 2.4.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY ARE:

1. **THE CORRECTION OF THE SOFTWARE SO THAT IT PERFORMS AS WARRANTED (CORRECTION WILL BE BY ERROR MAINTENANCE UNDER PARAGRAPH 2.1 WHICH MAY INCLUDE THE REPAIR OR REPLACEMENT OF THE SOFTWARE) OR**
 2. **IF, AFTER REPEATED EFFORTS, BAS DETERMINES THAT IT IS UNABLE TO MAKE THE SOFTWARE PERFORM AS WARRANTED, CUSTOMER IS ENTITLED TO RECOVER DAMAGES SUBJECT TO THE LIMITATIONS SET FORTH IN PARAGRAPH 4.2.**
- 3.3 BAS warrants that all Software referenced under this Software License Agreement is free from all coding, instructions and other devices and methods which would allow BAS, without the consent of the Customer, to interrupt the Customer's use of the Software in any manner whatsoever.



FOIL Tracker Software & Services

1. The Annual Software Support & Maintenance fee includes any State mandated changes or other enhancements as well as unlimited telephone support and remote assistance (which is available 24/7, including holidays).
2. System configuration, installation and training hours are invoiced at our standard rate of \$1200/day. Training will be conducted at your location, unless otherwise instructed. Travel expenses includes, but is not limited to, personal vehicle transportation at the Federal/State Mileage Rate; train/air fare; lodging; parking; tolls and per diem meal expenses.
3. The BAS professional rate for consulting, systems analysis, custom software development or technical support is \$175 per hour; estimates will be provided in advance for client approval before this type of work would be initiated.
4. Installation support and training is normally completed within approximately 30-60 days after receipt of a confirmed order; however, the actual schedule is dependent on receiving confirmation that the client's computer system meets the BAS Windows Software Hardware/Network Guidelines. Note: If systems analysis and/or software customization is required to meet client specific requirements, a mutually acceptable implementation schedule will be developed.
5. If data conversion from an existing system is needed, a separate cost estimate will be provided after the specific requirements have been determined.
6. To upgrade from single-user to a network version or to add additional workstations, please call for pricing.
7. Internet Access is required for downloading software updates, email support and web-based technical support. BAS utilizes remote connection technology for off-site support; no 3rd party communications software is needed.
8. To order the software, a 50% down payment is needed along with a signed purchase order or letter of commitment. Progress payments will be invoiced as the software is installed and services are rendered.

9. General Provisions

- 9.1 This Agreement and any claim arising out of this Agreement, out of the relationship created by this Agreement, or out of the activities related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York. The parties hereby agree that the venue of any litigation arising out of this Agreement shall be in the County of Saratoga, State of New York.
- 9.2 Any Customer notice regarding default or termination of this Agreement shall be delivered by hand or sent by Certified Mail, return receipt requested, to BAS, 661 Plank Road, Clifton Park, New York 12065.
- 9.3 Any violations by the Customer of Paragraphs 1, 5, 6 or 7 may result in litigation by BAS and/or discontinuance of BAS Support/ Maintenance Services and/or the continued use of the licensed Software by the customer; notices regarding this will be sent to the Customer's Billing address.
- 9.4 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provision of this Agreement. No waiver shall be effective unless made in writing.
- 9.5 This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 9.6 BAS will not assign, transfer, convey, sublet or otherwise dispose of its right, title or interest in this Agreement without consent of the customer.
- 9.7 In the event that BAS discontinues for any reason support of the Software, the Customer will receive the complete source code programs used to compile the Software; the source code will be provided either directly by BAS or its escrow agent upon written request. The escrow agent is the law firm indicated below.

DuCharme, Clark & Sovern, LLP
10 Maxwell Drive - Suite 205
Clifton Park, New York 12065
(Office) 518-373-1482
Attn: John B. DuCharme

4. Indemnities and Liabilities

- 4.1 In the event that a claim is brought against Customer alleging that the Software constitutes an infringement of a patent, copyright, or trade secret, BAS agrees to defend, at its own expense, such claims and to indemnify and hold Customer harmless from any damages or costs incurred or awarded as a result of settlement or judgment against Customer, provided Customer gives BAS prompt written notice of the claim, allows BAS to control the defense and settlement of the claim, and fully cooperates with BAS in defense and settlement.
- 4.2 BAS'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE BUT NOT INCLUDING AN INFRINGEMENT CLAIM, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ANY SOFTWARE THAT CAUSES DAMAGES. IN NO EVENT SHALL BAS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR ADDITIONAL EXPENSES OR COSTS, ARISING OUT OF OR RELATED TO THIS SOFTWARE LICENSE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE PRODUCTS, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, OR DELAY OF THE LICENSOR IN DELIVERY OF THE LICENSED PRODUCT OR IN THE PERFORMANCE OF SERVICES UNDER THIS SOFTWARE LICENSE AGREEMENT OR RELATED AGREEMENTS.

5. Proprietary Information

- 5.1 The Customer acknowledges that the licensed Software constitutes proprietary and confidential information of BAS and the protection of this information is of the highest importance; this confidential information includes but is not limited to the specific design of the Software and related databases as well as the structure of the component parts of the Software. Customer agrees to keep the Software in strict confidence, to take appropriate steps to ensure that persons authorized to have access to the Software shall refrain from any unauthorized reproduction or disclosure of the Software, and to restrict access to and display of the Software to Customer personnel who need to use the Software as contemplated by this Agreement and who have been advised or have agreed to treat the Software in accordance with this paragraph.
- 5.2 The customer agrees that the Software and all copies and versions made by the Customer are and shall remain the sole property of BAS. Customer agrees to include BAS' proprietary notice on all copies of the Software, in whole or in part, and in any form made by the Customer.
- 5.3 The obligations set forth in this paragraph shall survive the termination of this agreement.

6. Restrictions

- 6.1 Customer agrees to use the Software as expressly permitted in this Agreement and will comply with any technical limitations in the Software that only allow its use in certain ways.
- 6.2 Customer shall not use the Software in a manner inconsistent with its design, modify (or attempt to modify) the Software in any way, reverse compile (decompile) or reverse assemble (engineer) all or any portion of the Software or work around any technical limitations of the Software.
- 6.3 Customer shall not unbundle component parts of the Software; the Software is designed and provided as a single product and must be used as a single product.
- 6.4 The obligations set forth in this paragraph shall survive the termination of this Agreement.

7. Billing and Payment

- 7.1 Annual Software Support and Maintenance Fees shall be as set forth on the Customer's annual invoice for these services.
- 7.2 Upon installation of the Software, the balance of all fees and charges is due within thirty days of receipt of final invoice.
- 7.3 If the Software is not fully paid for by the Customer within sixty (60) days from the installation date, BAS may remove all Software and terminate this Agreement.
- 7.4 Software Support and Maintenance Services will be billed annually for the twelve month period beginning the first month following the date of installation and is payable upon receipt.

8. Effect of Agreement

- 8.1 This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. BAS may amend the terms and conditions of this Agreement at any time.
- 8.2 Use of any portion of the BAS Software constitutes acceptance of this Agreement and this Agreement becomes effective with such use.

14C



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

ANDREW J. ZARUTSKIE
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: town-clerk@townofnewburgh.org

MEMO

TO: Hon. Gil Piaquadio, Town Supervisor
All Town Council Members

FROM: Andrew J. Zarutskie, Town Clerk

DATE: December 20, 2018

RE: Converting Paper Records to Electronic

It has long been a goal of mine to convert our paper records, which go back to 1880, to electronic, in order to protect and preserve them. In discussions with various companies over the years, it has become clear that there are grants available from New York State to cover the costs of this process.

Joe Pedi and Lisa Ayers have researched this material and we have a choice of two alternatives to pursue it. Please see the attached material.

Grant for Local Government Records Management Improvement Fund
(LGRMIF)

Project Summary: Town Clerk's Office would like to apply for a New York State Grant that would finance digitizing the following Town Clerk records and enable access to those digitized records:

1. Marriage Licenses
2. Death Certificates
3. Birth Records
4. Town Board Minutes
5. Zoning Board Minutes
6. Planning Board Minutes

Grant would finance two efforts:

- a. The initial large scale digitizing of the selected Town Clerk records.
- b. Obtain hardware and software that would allow access to these records.

Each effort is handled by two different vendors and are separate and distinct. However, the two vendors are quite familiar with each other because they have managed similar projects with other municipalities.

Project Details

a. *Digitizing of Files:*

- Paper records are physically removed and scanned by vendor.
- After scanning, paper records are returned to Town Clerk.
- All future scanning handled by Town Clerk.

b. *Gaining Access to the Digitized Records:*

Option #1: The Town will buy and maintain all the hardware and software as an independent entity.

Pros:

- Town will have total control of all aspects of the software and hardware.
- Town records will be in possession of Town only.
- Grant will be awarded directly to Town rather to a "lead agency" (i.e Orange County).

Cons

- Town will bear the entire annual maintenance costs.
- No bonus points will awarded to Town for stand alone grant application. "Shared Services" application is the preferred application type and bonus points are awarded for this type of grant
- Town must go through its own learning curve.
- Town may need to invest in hardware.
(see attached)

Financial Information:

- Grant Amount will be \$22,032.50 plus cost of scanning.
- Annual maintenance cost will be \$3210.00
- Town may have to invest in hardware.

Option #2: The Town will participate in “shared services” agreement with Orange County who already has system.

Pros

- Town will not have to invest any significant dollars to maintain the hardware and software.
- Grant will be much easier to obtain because New York State strongly advocates the concept of shared services among municipalities within a County. Bonus points are awarded for a shared services application.
- Orange County already has experience working the software and hardware. Implementation for the Town will be more easy. Less of a learning curve for Town.
- Annual maintenance costs will be less because a significant portion of maintenance costs would be borne by Orange County.

Cons

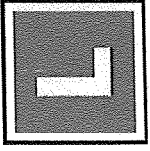
- Town’s digital records will be stored on server that will be owned, operated, and maintained by Orange County.
- Town must enter into a five year shared services agreement with Orange County. When agreement expires, Orange County could sever partnership
- Orange County will allocate certain fixed costs to Town.
- Orange County will be lead agent on grant money. Therefore, grant money would be awarded directly to Orange County. Town will be a partnering agency.

Financial Information:

- Grant Amount will be \$9,700.00 plus cost of scanning.
- Annual maintenance cost will be \$900.00 plus additional fees from Orange County.

Summary: The Town will need to decide whether to pursue a stand alone grant or a shared services grant with Orange County.

Overview of Laserfiche Server Architecture



Laserfiche Core Server

- Application Server
- OS: Windows Server 2016
- Cores: 4-8
- RAM: 16-32GB
- Storage: 500+ GB
- Port: 80, 443, 5051, 8085

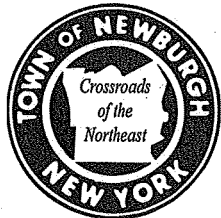
Prerequisites

- .NET FRAMEWORK 4.5 MSQM
- Workflow mailbox account
- SSL Certificate (for HTTPS)
- IIS

Laserfiche Applications

- LFS
- LFFTS * Can be placed on separate server
- Workflow * Can be placed on separate Server
- SQL Server
- Web Access
- Forms

Hardware for
Stand Alone Option




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 
DATE: December 18, 2018
RE: Tree Cutting Bid

I would like to be put on the agenda, to go out to re-bid for the Tree Cutting again. The last bids were not received on time. If you have any questions please feel free to call me. The dates will be worked out with the Town Clerk's Office. Thanking you in advance.

MH/ch
cc: Ron Clum, Accounting



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor ✓
Town Board Members

From: Charlene M. Black, Personnel Director

Date: December 20, 2018

Re: Part time Chauffeur

Mr. Petrillo has requested approval to hire Philip Van Houten as a part time chauffeur filling the vacant position that was created when Ms. Yano resigned from us. The applicant's hiring is contingent on your approval and the completion of his fingerprints, paperwork, drug/alcohol screening and physical. A start date of on or after January 14, 2019 is anticipated. 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

December 20, 2018

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

RE: Hire Part Time Chauffeur

At this time, I would like to request approval to hire Philip VanHouten for the position of Part Time Chauffeur in the Recreation Department. Mr. VanHouten will be hired at the rate of \$12.50/hour. The salary for this position is in the 2019 budget.

Start date for this position will be on or after January 14th. Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: PHILIP VAN HOUTEN

DEPARTMENT: RECREATION

TITLE OF POSITION: CHAUFFEUR

FULL TIME OR PART TIME: PART TIME


HOURLY RATE: \$12.50

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5630-0100

PROPOSED HIRE DATE: 1/14/19

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


DEPARTMENT HEAD SIGNATURE

12/20/18
DATE

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

COPY TO ACCOUNTING DEPARTMENT
11/15/2010