

*JOSEPH P. PEDI  
Town Clerk, 1496 Route 300  
Town of Newburgh, New York 12550  
Telephone 845-564-4554*

**WORKSHOP MEETING AGENDA  
Monday, August 26, 2019  
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. ENGINEERING:**
  - A. Authorization to Solicit Design Engineering Proposal**
  - B. Matrix Warehouse – Water Sewer Bill Analysis**
  - C. Noah Estates – Release of Landscape Security**
  - D. Roseton Sewer District Improvements**
- 7. POLICE DEPARTMENT: Hiring of Part Time Court Officers**
- 8. 21 HUDSON VALLEY PLAZA – Plumbing Contract**
- 9. BUILDINGS AND GROUNDS:**
  - A. Budget Transfer**
  - B. Town Hall Telephone System**
- 10. RETIREMENT INCENTIVE**
- 11. ADJOURNMENT**

GJP;jpp  
First Revision: August 22, 2019, 10:45 am

(day)

6A

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: August 5, 2019

RE: H \ ELMHURST AVENUE CULVERT REPLACEMENT

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Copies of the *Feasibility Study Report for Elmhurst Avenue Culvert Replacement* dated 21 June 2019 have been previously forwarded to the Town Board for their review. The report recommends the installation of a three sided concrete box culvert as the lowest cost alternative to replace the existing failing structure. Because placement of a structure of this size and weight requires a crane, the Town will have to publicly bid this project.

To proceed with this project, the Town will have to engage a design engineer to prepare the necessary contract documents, prepare a final cost estimate, prepare an Environmental Assessment Form for SEQRA, and obtain the necessary regulatory approvals for the construction of the replacement culvert. I recommend that the Town Board solicit a proposal now and include the cost of this work in the 2020 Highway Budget. Once the engineer completes the final cost estimate and SEQRA documentation, the Board can act to finance the construction of the project through the issuance of a long term bond (the Board may want to include the construction of a new salt barn in the bonding resolution and go out once for financing).

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

JWO/id

cc: M. Taylor, Attorney  
M. Hall, Hwy. Supt.  
R. Clum, Accountant

7/11/1  
6B

**TOWN OF NEWBURGH**

**MEMORANDUM**

**TO:** Gil Piaquadio, Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** 12 August 2019  
**RE:** **CONSOLIDATED WATER DISTRICT - HIGH BILL COMPLAINT (AmerisourceBergen & Amscan)**

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**Issue**

Compound meters (a low and high flow meter operating in parallel) were installed for AmerisourceBergen and Amscan in the Matrix warehouse on Route 17K. Based on an incomplete understanding of how this type of meter interacts with the ERT (radio-read transmitter), the accounts were incorrectly setup resulting in overcharges on both of these accounts. A more detailed discussion is given below.

**Background**

A compound meter is a combination of two meters in parallel. One is designed to register low flows and the second is designed to register higher flows. Each of these meters has its own register and its own ERT to totalize the flows passing through it. However, based on discussions between the Water Department and Badger Meter, each meter and corresponding ERT must have its own account. Because the Town only established one account, the ERT (radio transmitter) on the low meter was the only meter reading being captured by the laptop receiver. Because a compound meter is defined by the size of the larger meter, when the account was set-up, the code that identifies the multiplier for the readings for the high flow meter was incorrectly assigned. This had the effect of increasing the low flow readings by a factor of ten (10). No readings from the high flow meter were included in the initial account set-up.

## Analysis

In April 2019, the Water Department visited the site and took readings from each register on both accounts. Using these readings, the actual usage through the 1 QTR 2019 for each account was calculated by the Water Department and is summarized below. Readings for the 2 QTR 2019 were provided by the Water Department to calculate the usage for this last quarter.

### 1. AMSCAN

				Totalized
Quarter	Low	High	Total	Flow Reading
4 <sup>th</sup> 2017	5,685	13,255	18,940	18,940
1 <sup>st</sup> 2018	129,027	13,255	142,282	161,222
2 <sup>nd</sup> 2018	140,320	13,255	153,575	314,797
3 <sup>rd</sup> 2018	104,858	13,255	118,113	432,910
4 <sup>th</sup> 2018	99,233	13,255	112,488	545,398
1 <sup>st</sup> 2019	84,179	13,255	97,434	642,832
2 <sup>nd</sup> 2019	122,265	15,355	137,620	<b>780,452</b>

### 2. AMERISOURCEBERGEN

				Totalized
Quarter	Low	High	Total	Flow Reading
4 <sup>th</sup> 2017	8,854	12,296	21,150	21,150
1 <sup>st</sup> 2018	119,847	12,296	132,143	153,293
2 <sup>nd</sup> 2018	49,669	12,296	61,965	215,258
3 <sup>rd</sup> 2018	33,157	12,296	45,453	260,711
4 <sup>th</sup> 2018	38,801	12,296	51,097	311,808
1 <sup>st</sup> 2019	43,044	12,296	55,340	367,148
2 <sup>nd</sup> 2019	61,575	7,956	69,531	<b>436,679</b>

Using the flow readings summarized above, calculations of the correct water and sewer charges were made for Amscan and AmerisourceBergen (Attachments 1 and 2, respectively) and are as follows:

Amscan:	\$8,332.13 (Total)
	\$4,309.68 (Sewer)
	\$4,022.45 (Water)
AmerisourceBergen:	\$4,500.92 (Total)
	\$2,403.55 (Sewer)
	\$2097.37 (Water)

Actual payments made for Amscan and AmerisourceBergen are \$39,943.18 (includes \$1,050.19 late fee) and \$26,700.76, respectively as shown on Attachments 3 and 4.

#### Actions Taken

1. First and Second Quarter bills for both customers were suspended until corrective actions could be identified and implemented.
2. Water Department now correctly reads both registers of the compound meter, summarizes usage on account, and records a new totalized flow number for each account. This information is transmitted to the Receiver of Taxes Office for direct input into the billing software. This process will become effective for the Third Quarter billing.

#### Recommended Actions

Refunds are due to both customers for overpayment. Refund amounts are shown below:

Amscan:  $\$39,943.18 - \$8,332.13 = \$31,611.05$

AmerisourceBergen:  $\$26,700.76 - \$4,500.92 = \$22,199.84$

A breakdown of these refund amounts into Sewer and Water charges will be necessary.

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

Cc: Town Board  
D. Smith, Receiver of Taxes  
R. Clum, Town Accountant  
J. Guido, Water Dept. Manager

AMSCAN - CORRECTED BILLING  
108 ROUTE 17R

2017 RATES	4Q 2017 (18,940)	
16	16	
4.40	44	
5.20	7.49	
6.20	-	
4.80	<u>90.91</u>	
	\$158.40	158.40

2018 RATES	1Q 2018 (142,282)	2Q 2018 (153,575)	3Q 2018 (118,113)	4Q 2018 (112,488)	
16	16	16	16	16	
4.40	44	44	44	44	
5.20	429	429	429	429	
6.20	262.15	332.17	112.30	77.43	
5.54	<u>788.24</u>	<u>850.81</u>	<u>654.35</u>	<u>623.18</u>	
	\$1539.39	1671.98	1255.65	1189.61	5656.63

2019 RATES	1Q 2019 (97,434)	2Q 2019 (137,620)	
18	18	18	
4.55	45.50	45.50	
5.25	419.65	433.13	
6.25	-	235.13	
5.54	<u>539.78</u>	<u>762.41</u>	
	1,022.93	1494.17	2517.10

\$8332.13

SEWER \$4309.69

WATER \$4022.45

AMERISOURCE (MATRIX) - CORRECTED BILLING  
108 ROUTE 17K

2017 RATES	4Q (21,150)
16	16
4.40	44
5.20	19.98
6.20	-
4.80	<u>101.52</u>
	\$ 180.50

180.

2018 RATES	1Q (132,143)	2Q (61,965)	3Q (45,453)	4Q (51,097)
16	16	16	16	16
4.40	44	44	44	44
5.20	429	231.22	145.36	174.70
6.20	199.29			
5.54	<u>732.07</u>	<u>343.29</u>	<u>251.81</u>	<u>283.08</u>
	\$ 1420.36	634.51	457.17	517.78

3029.

2019 RATES	1Q (55,340)	2Q (69,531)
18	18	18
4.55	45.50	45.50
5.25	198.66	273.16
6.25	-	-
5.54	<u>306.58</u>	<u>385.20</u>
	568.74	721.86

1290.6

\$ 4500.9

(SEWER \$ 2403.55  
WATER \$ 2097.3)



CUSTOMER ACCOUNT INQUIRY

Customer Number 0000250585 BillToNameEdit MATRIX NEWBURGH 1 LLC  
 Route 121 Service Addr. 108 ROUTE 17K(AMSCAN) Pending 0.00  
 SBL 95-1-79 Past Due \$0.00 Curr. Due \$0.00 Acct. Bal. 0.00

Date	TYPE	NUMBER	SRVC	CHRG	AMOUNT	ACCT. BALANCE	CHECK NO.	REFERENCE
11/21/2018	BL	00691167	WA	USE	6370.20	6370.20		Posted From Billing On 11/21/2018
12/11/2018	PY	00216435	WA	USE	6370.20	0.00	1372	POSTED FROM CASH PROCESSING
12/11/2018	DM	00010103	SE	USE	5809.14	5809.14		SEWER ADDED TO BILL-
12/12/2018	DM	00010107	SE	USE	15194.72	21003.86		SE CHGS BACK BILLED FROM 4TH Q/2018
12/25/2018	FC	00092741	SE	PEN	1050.19	22054.05		Auto Calculated Finance Charges
02/13/2019	PY	00219067	SE	PEN	1050.19	21003.86	1394	POSTED FROM CASH PROCESSING
02/13/2019	PY	00219067	SE	USE	24266.76	-3262.90	1394	POSTED FROM CASH PROCESSING
02/13/2019	PY	00219067	WA	USE	2175.27	-5438.17	1394	POSTED FROM CASH PROCESSING
02/25/2019	BL	00705958	SE	USE	5497.49	59.32		Posted From Billing On 02/25/2019
02/25/2019	BL	00705958	WA	USE	6021.44	6080.76		Posted From Billing On 02/25/2019
03/11/2019	PY	00221075	SE	USE	2234.59	3846.17	1418	POSTED FROM CASH PROCESSING
03/11/2019	PY	00221075	WA	USE	3846.17	0.00	1418	POSTED FROM CASH PROCESSING
05/01/2019	BL	00713221	SE	USE	4663.52	4663.52		Posted From Billing On 05/01/2019
05/01/2019	BL	00713221	WA	USE	5132.83	9796.35		Posted From Billing On 05/01/2019
05/02/2019	CM	00010199	SE	USE	4663.52	5132.83		NO BILLING FOR W/SE-PR JOSBORN-II
05/02/2019	CM	00010199	WA	USE	5132.83	0.00		NO BILLING FOR W/SE-PR JOSBORN-II

WATER

Last Relevy: Relieved Amnt \$0.00

Print

Email Printout

Locate

SHOW BOND

Recently Selected

Cust. No.	Bill To
0000250585	MATR
0000250586	MATR
0000020780	COOK
0000190500	ALZA
0000071222	RODA
0000141511	FANN
0000231247	MARK
0000170073	FRAH
0000325071	COUH
0000101300	LOPE
0000251495	12 W
0000329985	DUNC
0000020030	DICE
0000171011	SZUM
0000000700	CAP

Web Sync Details

Sync Status WAITING1

Website Online

Last Full Sync Date 07/23/2019 16:30:00

Down sync Full sync

User ID = COUNTER

Close

CUSTOMER ACCOUNT INQUIRY

WATER



Customer Number 0000250586 BillToNameEdit MATRIX NEWBURGH1 LLC  
 Route 121 Service Addr. 108 ROUTE 17K Pending 0.00  
 SBL 95-1-79 Past Due \$505.31 Curr. Due \$0.00 Acct. Bal. 505.31

Date	TYPE	NUMBER	SRVC	CHRG	AMOUNT	ACCT. BALANCE	CHECK NO.	REFERENCE
11/21/2018	BL	00691168	WA	USE	1924.73	4242.87		Posted From Billing On 11/21/2018
12/11/2018	PY	00216436	HY	USE	406.25	3836.62	1372	POSTED FROM CASH PROCESSING
12/11/2018	PY	00216436	SE	USE	1836.89	1999.73	1372	POSTED FROM CASH PROCESSING
12/11/2018	PY	00216436	SP	USE	75.00	1924.73	1372	POSTED FROM CASH PROCESSING
12/11/2018	PY	00216436	WA	USE	1924.73	0.00	1372	POSTED FROM CASH PROCESSING
12/12/2018	DM	00010104	SE	USE	9816.21	9816.21		SE CHGS BACK BILLED FROM 4TH Q/17-
12/25/2018	FC	00092742	SE	PEN	490.81	10307.02		Auto Calculated Finance Charges
02/13/2019	PY	00219068	SE	PEN	490.81	9816.21	1394	POSTED FROM CASH PROCESSING
02/13/2019	PY	00219068	SE	USE	9816.21	0.00	1394	POSTED FROM CASH PROCESSING
02/25/2019	BL	00705959	HY	USE	406.25	406.25		Posted From Billing On 02/25/2019
02/25/2019	BL	00705959	SE	USE	2149.55	2555.80		Posted From Billing On 02/25/2019
02/25/2019	BL	00705959	SP	USE	75.00	2630.80		Posted From Billing On 02/25/2019
02/25/2019	BL	00705959	WA	USE	2274.64	4905.44		Posted From Billing On 02/25/2019
03/11/2019	PY	00221076	HY	USE	406.25	4499.19	1417	POSTED FROM CASH PROCESSING
03/11/2019	PY	00221076	SE	USE	2149.55	2349.64	1417	POSTED FROM CASH PROCESSING
03/11/2019	PY	00221076	SP	USE	75.00	2274.64	1417	POSTED FROM CASH PROCESSING
03/11/2019	PY	00221076	WA	USE	2274.64	0.00	1417	POSTED FROM CASH PROCESSING
05/01/2019	BL	00713222	HY	USE	406.25	406.25		Posted From Billing On 05/01/2019
05/01/2019	BL	00713222	SE	USE	2384.64	2790.89		Posted From Billing On 05/01/2019
05/01/2019	BL	00713222	SP	USE	75.00	2865.89		Posted From Billing On 05/01/2019
05/01/2019	BL	00713222	WA	USE	2561.89	5427.78		Posted From Billing On 05/01/2019
05/02/2019	CM	00010198	SE	USE	2384.64	3043.14		NO BILLING FOR WA/SE-PR J OSBORNE
05/02/2019	CM	00010198	WA	USE	2561.89	481.25		NO BILLING FOR WA/SE-PR J OSBORNE
06/04/2019	FC	00097353	HY	PEN	20.31	501.56		Auto Calculated Finance Charges
06/04/2019	FC	00097353	SP	PEN	3.75	505.31		Auto Calculated Finance Charges

Last Relevy: Releved Amnt \$0.00

Print

Email Printout

Locate

SHOW BOND

Recently Selected

Cust. No.	Bill To
0000250586	MATR
0000020780	COOK
0000190500	ALZA
0000071222	RODA
0000141511	FANN
0000231247	MARK
0000170073	FRAH
0000325071	COUN
0000101300	LOPEZ
0000251495	12 W.
0000329985	DUNC
0000020030	DICES
0000171011	SZUM
0000090790	CABIL
0000151972	ATMAI

Web Sync Details

Sync Status WAITING1

Website Online

Last Full Sync Date 07/23/2019 16:30:00

Down sync Full sync

User ID = COUNTER

Close

SUPPORTING  
DOCUMENTATION

108 Route 17K (Amscan)  
 Account # 250585

Low Meter Code 54  
 ERT# 38457370

Previous Reading	Corrected Reading	Corrected Consumption	Date	Consumption Billed	Difference
0	5,685	5,685	12/28/2017	56,854	-51,169
5,685	134,712	129,027	3/15/2018	1,290,272	-1,161,245
134,712	275,032	140,320	6/25/2018	1,403,197	-1,262,877
275,032	379,890	104,858	9/12/2018	1,048,581	-943,723
379,890	479,123	99,233	12/11/2018	992,329	-893,096
479,123	563,302	84,179	3/11/2019	84,179	0
		563,302		4,875,412	-4,312,110

High Meter Code 55  
 ERT# 38493932

Previous Reading	Corrected Reading	Corrected Consumption	Date	Consumption Billed	Difference
0	13,255	13,255	12/28/2017	0	13,255
13,255	26,510	13,255	3/15/2018	0	13,255
26,510	39,765	13,255	6/25/2018	0	13,255
39,765	53,020	13,255	9/12/2018	0	13,255
53,020	66,275	13,255	12/11/2018	0	13,255
66,275	79,530	13,255	3/11/2019	0	13,255
		79,530		0	79,530

Total 642,832 4,875,412 -4,232,580



**OVERVIEW**

To convert an endpoint field reading into billing units, the reading data management software uses a Test Circle Code to identify the appropriate reading resolution to be applied to the endpoint meter reading. The Test Circle Code for high resolution encoders is based on the meter model and size, encoder type, unit of measure (gallon, cubic foot or cubic meter) and the Badger Meter endpoint that is attached to the encoder.

The following charts have been provided to allow the user to identify the correct Test Circle Code to be entered in the billing system software. For additional information, contact Badger Meter Technical Support.

ME = ORION® Migratable Endpoint      SE = ORION Fixed Network Endpoint  
 CE = ORION Classic Endpoint          TCC = Test Circle Code for billing software

For FSMA and FSAA, please refer to the appropriate Disc and Turbo Series Charts.

**HIGH RESOLUTION – GALLONS**

**Recordall® Disc Series**

			Badger Meter Endpoints Solution					
Meter Model	Size	Encoder Resolution (8 Digits)	ORION ME/SE (8 digits)		ORION CE (7 digits)		GALAXY® (6 digits)	
			TCC	Endpoint Resolution	TCC	Endpoint Resolution	TCC	Endpoint Resolution
LP	5/8", 5/8" x 3/4"	0.1	54	0.1	55	1	56	10
M25	5/8", 5/8" x 3/4"	0.1	54	0.1	55	1	56	10
M35	3/4"	0.1	54	0.1	55	1	56	10
M40	1"	0.1	54	0.1	55	1	56	10
M55	1"	0.1	54	0.1	55	1	56	10
M70	1"	0.1	54	0.1	55	1	56	10
M120	1-1/2"	1	55	1	56	10	57	100
M170	2"	1	55	1	56	10	57	100

**Recordall Turbo Series**

			Badger Meter Endpoints Solution					
Meter Model	Size	Encoder Resolution (8 Digits)	ORION ME/SE (8 digits)		ORION CE (7 digits)		GALAXY (6 digits)	
			TCC	Endpoint Resolution	TCC	Endpoint Resolution	TCC	Endpoint Resolution
T160	1-1/2"	1	55	1	56	10	57	100
T200	2"	1	55	1	56	10	57	100
T450	3"	1	55	1	56	10	57	100
T1000	4"	1	55	1	56	10	57	100
T2000	6"	10	56	10	57	100	58	1000
T3500	8"	10	56	10	57	100	58	1000
T5500	10"	10	56	10	57	100	58	1000
T6200	12"	100	57	100	58	1000	59	10000
T6600	16"	100	57	100	58	1000	59	10000
T10000	20"	100	57	100	58	1000	59	10000

**Recordall Compound Series**

			Badger Meter Endpoints Solution					
Meter Model	Size	Encoder Resolution (8 Digits)	ORION ME/SE (8 digits)		ORION CE (7 digits)		GALAXY (6 digits)	
			TCC	Endpoint Resolution	TCC	Endpoint Resolution	TCC	Endpoint Resolution
High Side T200	2"	1	55	1	56	10	57	100
Low Side M25	2"	0.1	54	0.1	55	1	56	10
High Side T450	3"	1	55	1	56	10	57	100
Low Side M25	3"	0.1	54	0.1	55	1	56	10
High Side T1000	4"	1	55	1	56	10	57	100
Low Side M35	4"	0.1	54	0.1	55	1	56	10
High Side T2000	6"	10	56	10	57	100	58	1000
Low Side M35	6"	0.1	54	0.1	55	1	56	10
High Side T3500	8"	10	56	10	57	100	58	1000
Low Side M120	8"	1	55	1	56	10	57	100

TOWN OF NEWBURGH

For Customer 0000250585 (MATRIX NEWBURGH 1 LLC ) at 108 ROUTE 17K(AMSCAN)  
 Bills Sent To MATRIX NEWBURGH 1 LLC at FORSGATE DRIVE  
 Service Located At 108 ROUTE 17K(AMSCAN)

Report printed at 4:20:44 PM on 4/29/2019

<u>Date</u>	<u>Serv Code</u>	<u>Bill Cycle</u>	<u>Rdng Type</u>	<u>Prev Reading</u>	<u>Current Reading</u>	<u>Multiplier</u>	<u>Consumption</u>
12/28/2017	WA	2017-078	R	0	56854	1	56854
3/15/2018	WA	2018-079	R	56854	1347126	1	1290272
6/25/2018	WA	2018-080	R	1347126	2750323	1	1403197
9/12/2018	WA	2018-081	R	2750323	3798904	1	1048581
12/11/2018	WA	2018-083	R	3798904	4791233	1	992329

Work # 5782

Location 108 ROUTE 17K

Date 4/26/2019

Time 09:00

Account # 0000250586

Phone # 732-521-2900

ERT # \_\_\_\_\_

Assignment Please check for possible leak. Leak letter.

Contact person is Dave @ Matrix 848-565-6793 but Derek ask for Miguel Negron

Meet Miguel at AMSCAN north end of building ask for access to Fire Pump Room where meters are located.

Current Owner:

MATRIX NEWBURGH 1 LLC

108 ROUTE 17K

NEWBURGH, NY 08512

For Final Billing:

Final Meter Reading \_\_\_\_\_

Remote Reading \_\_\_\_\_

FOR INSPECTIONS:

Permit # \_\_\_\_\_

Water Main Tap (Pre-Inspection) \_\_\_\_\_

Water (Pre-Inspection) \_\_\_\_\_

Water Meter (Final Inspection) \_\_\_\_\_

Sewer Line Inpection \_\_\_\_\_

Repair Inspection \_\_\_\_\_

FOR METER REPAIR:

Old Meter Serial # \_\_\_\_\_

Old Meter Reading: \_\_\_\_\_

Seal OK: YES / NO

New Meter Serial #: \_\_\_\_\_

New ERTI #: \_\_\_\_\_

New Meter Reading: \_\_\_\_\_

Meter Size: \_\_\_\_\_

COMMENTS:

Suite A Meter # 16548333

Suite B Meter # 16548332

Low - 0315014.2

Low - 0606395.4

High - 00073718

High - 00079530

(AmeriSource)

(AMSCAN)

Low ERT - 38457450 High - 38457021

Low ERT - 38457370 High - 38493932

54

55

54

55

Signed by: \_\_\_\_\_

Date: 04-26-19

Miguel asked / requested if we could read the meters manually the next couple of gtes.

108 Route 17K (Matrix)  
Account # 250586

Low Meter Code 54  
ERT# 38457450

Previous Reading	Corrected Reading	Corrected Consumption	Date	Consumption Billed	Difference
0	8,854	8,854	12/28/2017	88,542	-79,688
8,854	128,701	119,847	3/14/2018	1,198,472	-1,078,625
128,701	178,370	49,669	6/25/2018	496,693	-447,024
178,370	211,527	33,157	9/12/2018	331,570	-298,413
211,527	250,328	38,801	12/11/2018	388,007	-349,206
250,328	293,372	43,044	3/12/2019	43,044	0
		293,372		2,546,328	-2,252,956

High Meter Code 55  
ERT# 38457021

Previous Reading	Corrected Reading	Corrected Consumption	Date	Consumption Billed	Difference
0	12,296	12,296	12/28/2017	0	12,296
12,296	24,592	12,296	3/14/2018	0	12,296
24,592	36,888	12,296	6/25/2018	0	12,296
36,888	49,184	12,296	9/12/2018	0	12,296
49,184	61,480	12,296	12/11/2018	0	12,296
61,480	73,776	12,296	3/12/2019	0	12,296
		73,776		0	73,776

Total

367,148

2,546,328

-2,179,180



Work # 5782

Location 108 ROUTE 17K

Date 4/26/2019

Time 09:00

Account # 0000250586

Phone # 732-521-2900

ERT # \_\_\_\_\_

Assignment Please check for possible leak. Leak letter.

Contact person is Dave @ Matrix 848-565-6793 but Derek ask for Miguel Negrón

Meet Miguel at AMSCAN north end of building ask for access to fire Pump Room where meters are located.

Current Owner:

MATRIX NEWBURGH 1 LLC

108 ROUTE 17K

NEWBURGH, NY 08512

For Final Billing:

Final Meter Reading \_\_\_\_\_

Remote Reading \_\_\_\_\_

**FOR INSPECTIONS:**

Permit # \_\_\_\_\_

Water Main Tap (Pre-Inspection) \_\_\_\_\_

Water (Pre-Inspection) \_\_\_\_\_

Water Meter (Final Inspection) \_\_\_\_\_

Sewer Line Inspection \_\_\_\_\_

Repair Inspection \_\_\_\_\_

**FOR METER REPAIR:**

Old Meter Serial # \_\_\_\_\_

Old Meter Reading: \_\_\_\_\_

Seal OK: YES / NO

New Meter Serial #: \_\_\_\_\_

New ERTI #: \_\_\_\_\_

New Meter Reading: \_\_\_\_\_

Meter Size: \_\_\_\_\_

COMMENTS: Suite A Meter # 16548333 Suite B Meter # 16548332

Low - 0315014.2

Low - 0606395.4

High - 00073718

High - 00079530

(AmeriSource)

(AMSCAN)

Low ERT - 38457450 High - 38457021

Low ERT - 36457370 High - 38493932

54

35

54

55

Signed by: \_\_\_\_\_

Date: 04/26/19

Miguel asked / requested if we could read the meters manually the next couple of yrs.

# Corrections

5/1/2019

Account	Owner	Address	Meter #	ERT #	Reading	Correct Meter #	Correct ERT #	Correct Reading	Corrections
250586	Matrix Newburgh 1	108 Route 17K				16548333	L-38457450	293,372	Circle Code (Meter Code) should be (54) See attachment
ew Account	Matrix Newburgh 1	108 Route 17K				16548333	H-38457021	73,776	Circle Code (Meter Code) should be (55) separate account for each ERT (high & Low) see attachment
250585	Matrix Newburgh 1	108 Route 17K Amscan				16548332	L-38457370	563,302	Circle Code (Meter Code) should be (54) See attachment
ew Account	Matrix Newburgh 1	108 Route 17K Amscan				16548332	H-38493932	79,530	Circle Code (Meter Code) should be (55) separate account for each ERT (high & Low) see attachment
250510	Crossroads Real Estate	1 Crossroad Court				16740575	L-38438411	3,843,315	Info not in computer-Permit # W16-19 circle code (54) separate account for each ERT-see attached
ew Account	Crossroads Real Estate	1 Crossroad Court				16740576	H-38394654	1,549,710	Info not in computer-Permit # W16-19 circle code (55) separate account for each ERT-see attached

AMSCAN

4-26-19

LOW METER READING 0606395.4  
HIGH METER READING 00079530  
685,925.4

685,925.4

6-13-19

780,452 T  
L  
H

685567 }  
94885 }

AMFRISANCE

L 354947  
H 81732  
T 436679

250585  
AMYS CANO

DATE                      SEWER  
264.64                      272.90  
28.69                        7148.11  
568.82                      7773.71  
370.20                      5809.14  
021.44                      5497.49

7093.79                      26501.35

Total - 55595.14

\*  
1063.42                      Remakes

PAYMENTS

DATE                      HY      SP      SEWER  
429.42                      406.25      75.00  
7299.53                      406.25      75.00  
2948.50                      406.25      75.00  
1924.73                      406.25      75.00

12602.18                      9816.21

Total -  
22418.39

\*  
490.81                      Remakes

250586  
AMEXI SOURCE - BERGSON

DATE                      HY      SP      SEWER  
429.42                      406.25      75.00  
7299.53                      406.25      75.00  
2948.50                      406.25      75.00  
1924.73                      406.25      75.00

12602.18                      9816.21

Total -  
22418.39

\*  
490.81                      Remakes

6C

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: August 16, 2019  
RE: NOAH ESTATES (EMSCO Homes, Inc.)

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As per the above referenced subdivision, the developer requested the return of their Letter of Credit for Landscaping Security. On 15 August 2019, Councilman James Presutti & I inspected the plantings in the subdivision and found them to be acceptable.

Based on the above, I am recommending release of Letter of Credit # 1135 in the amount of \$7,920 to the developer.

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

JWO/id

Attachment

cc: J. Pedi, Town Clerk  
M. Taylor, Attorney  
G. Canfield, Code Compliance Supervisor  
Alexandra Development

MAIN OFFICE  
11 Garden Street  
Poughkeepsie, New York 12601  
Tel (845) 454-5511 · Fax (845) 454-7308



NEWBURGH OFFICE  
52 Route 17K · Suite 201  
Newburgh, New York 12550  
Tel (845) 562-6766 · Fax (845) 562-4465

RED OAKS MILL OFFICE  
16 Vassar Road  
Poughkeepsie, New York 12603  
Tel (845) 463-2265 · Fax (845) 462-1666

FISHKILL OFFICE  
1004 Main Street  
Fishkill, New York 12524  
Tel (845) 896-9300 · Fax (845) 896-8901

Banking the way it should be ©

Amended 8/4/2010

*“The expiration date of Irrevocable Standby Letter of Credit #1135 is extended until 7/1/2011 in accordingly the credit provided therein shall be available for negotiation at our counters until the expiration dated of 7/1/2011”.*

## IRREVOCABLE STANDBY LETTER OF CREDIT

**Date July 01, 2008**

Town of Newburgh Planning Board  
Newburgh, NY 12550

RE: EMSCO Homes, Inc.

**Letter of Credit # 1135**

**Amount: Seven Thousand Nine Hundred Twenty & No/100  
(\$7,920.00)**

**Expiration: 07/01/2009  
7/1/2011**

Gentlemen:

We hereby establish in your favor, our unconditional Irrevocable Letter of Credit available by your drafts drawn on Riverside Bank, 11 Garden Street, Poughkeepsie, New York 12601 at sight, accompanied by the following document:

Beneficiary's statement purportedly signed and notarized by an officer of the Town of Newburgh stating that EMSCO Homes, Inc. is in default by failing to perform the obligations as set forth in a certain performance bond, for the completion of **landscaping** in accordance with the Town of Newburgh subdivision regulations and zoning code for final approval of a subdivision site plan dated 2/24/05, last revised 9/18/07, known as Noah Estates, located at 47 Rock Cut Road, Newburgh, NY (SBL: 86-1-95).

All drafts must be marked “Drawn under Riverside Bank Letter of Credit No. 1135 dated 07/01/2008.”

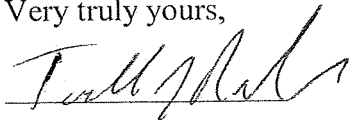
*The amount of any draft drawn under this credit shall be endorsed on the reverse of the original credit.*

The credit provided herein shall be available for negotiation at our counters until the expiration date of 07/01/2009.

**Except so far as otherwise expressly stated,** this Standby Letter of Credit will be governed by and construed in accordance with the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, (the, "Uniform Customs and Practice") and, to the extent not inconsistent therewith, the laws of the State of New York

The undersigned has full authority to execute this Irrevocable Letter of Credit in the amount stated above.

Very truly yours,

A handwritten signature in black ink, appearing to read "Todd J. Rubino", written over a horizontal line.

Todd J. Rubino, Senior Vice President

Town Clerk

6D

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: August 21, 2019  
RE: S \ ROSETON S.D. IMPROVEMENTS

---

I am requesting approval of the following bid schedule for the above referenced project:

Advertise for Bids	Friday, August 30 (OCP) Wednesday, Sept. 4 (MHT)
Open Bids	Sept. 27, 2019 (11:00 am)
Award Contract	Monday, Oct. 7, 2019 *
Execute Contract & Pre-Construction Meeting	Thursday, Oct. 17, 2019

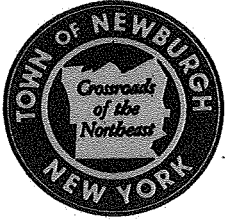
\* Special Meeting of Town Board

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

JWO/id

cc: M. Taylor, Attorney  
R. Clum, Accountant  
A. Siedel, MH&E





**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**Donald B. Campbell**  
Chief of Police

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

August 14, 2019

To: Newburgh Town Board

CC: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Court Officer Positions

I am requesting the Newburgh Town Board appoint Charles Paris and Duewayne Jackson to the position of Part-Time Court Officer with a starting date on or after September 9, 2019 pending physical and fingerprinting. The position has a starting salary of \$18.00 per hour and is not to exceed an average of 20 hours per week or 1040 hours in one calendar year. Both candidates are certified as peace officers (Fund appropriation 001-3120-0100-0000).

Respectfully submitted,

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Drewayne Jackson

DEPARTMENT: Police Department

TITLE OF POSITION: Coast Officer / Attachant

FULL TIME OR PART TIME: Part time

HOURLY RATE: 18.00 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001 - 3120 - 0100 - 0000

PROPOSED HIRE DATE: Sept 9, 2019

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

8/13/19  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: Charles Paris

DEPARTMENT: Police Department

TITLE OF POSITION: Court Officer / Attendant

FULL TIME OR PART TIME:

HOURLY RATE: 18.<sup>00</sup> per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-0000

PROPOSED HIRE DATE: Sept 9 2019

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

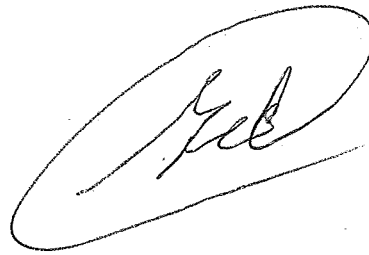
8/13/19  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

Building and grounds Transfer for telephone system at Town Hall

I am looking for a motion to transfer \$ 18,000.00 from 001-1622-0200-0105

To 001-1620-0474

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

Building and Grounds

Replacement Telephone system at Town Hall

I am looking for a motion to award Superior Telephone Systems of Salt Point New York a contract to install a telephone system at Town Hall for a price not to exceed \$ 18,749.42 prevailing wages apply to this contract.

This contractor and the equipment is listed on the Office of General Services Contractor and Reseller list. (see attached)

A handwritten signature in black ink, appearing to be "Jed", enclosed within a large, loopy oval shape.



# PROPOSAL

Prepared by  
SUPERIOR TELEPHONE SYSTEMS

2410 ROUTE 44  
SALT POINT NY 12578

Phone (845) 677-2000 Fax (845) 677-1200

[Sales@superiortelesphone.com](mailto:Sales@superiortelesphone.com)

Proposal #: 1007213  
Date: 07/01/2019  
Terms: 50% DEPOSIT  
Quote:

**Prepared For:**

NEWBURGH, TOWN OF  
1496 ROUTE 300  
NEWBURGH, NY 12550

**Location:**

NEWBURGH, TOWN OF  
1496 ROUTE 300  
NEWBURGH, NY 12550

GIL PIAQUADIO 8455644552  
Sales Person JIM

**Proposed Service:**

PROVIDE AND INSTALL NEC SV9100E TELEPHONE SYSTEM WITH (23) DIGITAL TELEPHONES AND  
VOICEMAIL  
NETLINK TO CODE ENFORCEMENT

2 YEAR WARRANTY ON ALL PARTS & LABOR.

**NYS OGS CONTRACT PRICING**

QTY	DESCRIPTION	TOTAL
1	LABOR FOR INSTALLATION	\$7,076.28
1	SV9100E IP 12 ENDPOINT PACKAGE	\$3,672.21
1	SV9100/SV9300 19IN 2U CHASSIS	\$0.00
1	SV9100 CPU BLADE	\$0.00
1	SV9100 32 RESOURCE VOIP DAUGHTER BD	\$0.00
16	SV9100 RESOURCE LIC (SYSTEM PT CAPACIT	\$0.00
12	SV9100 12BTN DIG TERMINAL	\$0.00
16	SV9100 STANDARD USER LIC W/VMBOX LIC	\$0.00
18	SV9100 12BTN DIG TERMINAL	\$2,706.48
5	SV9100 24BTN DIG TERMINAL (BLK)	\$853.00
1	SV9100 8 PT DIG STATION BLADE	\$167.71
33	NEC SV9100 VOICEMAIL BOX LIC	\$572.55
80	SV9100 RESOURCE LIC (SYSTEM PT CAPACIT	\$462.40
16	SV9100 STANDARD USER LIC W/VMBOX LIC	\$555.20
1	SV9100/SV9300 T1/PRI BLADE	\$665.05
1	SV9100/SV9300 4 PT COT BLADE	\$124.33
1	NEC PAGING & DOORBOX ADAPTER	\$132.43
1	NEC WALL MT. 19" BRACKET	\$115.66
2	SV9100/SV9300 16 PT DIG STATION BLADE	\$636.14
62	NEC SV9100 SWA ESA UNIT	\$602.64
9	NEC SV9100 SWA ESA NETLINK UNIT	\$87.48
2	SV9100 24BTN DESI	\$27.76
1	TRIPP LITE UPS 750VA	\$188.00
3	NEC INSTALLATION CABLE	\$104.10



# PROPOSAL

Prepared by  
SUPERIOR TELEPHONE SYSTEMS

2410 ROUTE 44  
SALT POINT NY 12578

Phone (845) 677-2000 Fax (845) 677-1200

Sales@superiortelephone.com

Proposal #: 1007213  
Date: 07/01/2019  
Terms: 50% DEPOSIT  
Quote:

**Acceptance of Proposal** - The provided pricing, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined. As the authorized officer/agent, I understand I am financially responsible for payment of this contract. **50%** deposit is required upon receipt of signed proposal, **25%** upon delivery and **25%** upon receipt.

Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the provided specifications will be executed only upon written change order and will result in extra charges over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. This contract shall NOT be warranted by Superior Telephone if products or materials are subjected to improper use, tampering, negligence, accident, connection to direct current, theft, fire, flood, acts of God, public enemy, which have been lost or consumed by animals. **This proposal may be withdrawn by us if not accepted within 30 days**

LABOR	\$0.00
SERVICE	\$0.00
MATERIALS	\$18,749.42
FREIGHT	\$0.00
MISC	\$0.00
<b>SUB TOTAL</b>	<b>\$18,749.42</b>
DISCOUNT	\$0.00
SALES TAX	\$0.00
<b>TOTAL</b>	<b>\$18,749.42</b>



# Contractor and Reseller Information

Appendix D – Contractor and Reseller Information  
Group 73600 – Award 22802  
Information Technology Umbrella Contract – Manufacturer Based (Statewide)

## Section 1. Contractor Information

Contract #	Lot Number	Contractor & Address	FED.ID. # / NYS Vendor #
PM20910	1 Software 2 Hardware 4 Implementation	NEC Corporation of America 3929 W. John Carpenter Freeway, Irving, Texas 75063	20-0665337 1000008544

## Section 2. Procurement Card and Prompt Payment Discount Information

Contractor accepts the New York State Procurement Card?  No  Yes – Up to \$  
 Prompt payment discount percentage for payment within 15 days of delivery and/or receipt of voucher: 0%  
 Prompt payment discount percentage for payment within 30 days of delivery and/or receipt of voucher: 0%

## Section 3. Contact Information

Contract Role	Contact Name / Phone	Address	Contact E-Mail
Contract Administrator	Mary McCollum Sr. Contract Administration Manager (214) 262-5530	NEC Corporation of America 3929 W. John Carpenter Freeway, Irving, Texas 75063	<a href="mailto:Mary.McCollum@necam.com">Mary.McCollum@necam.com</a>
Account Manager	John Shroeder Sr. Government Account Manager (214) 262-8011	NEC Corporation of America 3929 W. John Carpenter Freeway, Irving, Texas 75063	<a href="mailto:John.Shroeder@necam.com">John.Shroeder@necam.com</a>
Account Manager	Jim Hardin Enterprise Acct. Manager (973) 885-6915	NEC Corporation of America 3929 W. John Carpenter Freeway, Irving, Texas 75063	<a href="mailto:James.hardin@necam.com">James.hardin@necam.com</a>
Sales Billing	Yvonne Taylor Senior Director- Corp Ops (214) 262-5505	NEC Corporation of America 3929 W. John Carpenter Freeway, Irving, Texas 75063	<a href="mailto:Yvonne.Taylor@necam.com">Yvonne.Taylor@necam.com</a>
<b>Emergency Contact</b>	1-877-463-2267 / Toll-Free Telephone / E-Mail		



**Section 4. Reseller Information**

A Reseller is a company or individual (merchant) that purchases goods or services with the intention of selling them rather than consuming or using them. Also known as Value Added Reseller (VAR) or channel partner. Resellers must be eligible to quote statewide, independently and lower than Manufacturer (Contract) pricing for procurements under this Contract. Reseller must also be able to accept orders, invoice and receive payment for Products.

<b>Reseller Name</b>	<b>Federal ID # SFS ID #</b>	<b>Contact Name / Phone</b>	<b>Contact E-Mail</b>	<b>Applicable Lot(s)</b>
EXTEL Communications, Inc. 830 Belmont Avenue North Haledon, NJ 07508 <a href="http://www.extelcommunications.com">www.extelcommunications.com</a>	22-2845916 1100163761	Thomas M. Riche President (973) 427-3900	<a href="mailto:triche@extelcommunications.com">triche@extelcommunications.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
Forerunner Technologies, Inc. 150 Executive Drive, Suite M Edgewood, NY 11717-8323 <a href="http://www.frtinc.com">www.frtinc.com</a>	59-2937938 1000009575	Nicole Socci Sales & Mktg. Coordinator (631) 892-3715	<a href="mailto:Nicole.socci@frtinc.com">Nicole.socci@frtinc.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
Gioia P Ambrette, Inc. d/b/a Newcastle Communications Inc. 1201 Broadway, Suite 1010 New York, NY 10001 <a href="http://www.nccomm.com">www.nccomm.com</a>  <i>WBE / SB</i>	13-3132807 1000012967	Gioia P. Ambrette President (212) 780-9680 x 111	<a href="mailto:gioia@nccomm.com">gioia@nccomm.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
Matrix Acquisition Group, LLC d/b/a Matrix Communications 126 Dwight Park Circle Syracuse, NY 13209 <a href="http://www.matrixcommunications.com">www.matrixcommunications.com</a>	27-2364341 1000044693	James V. Annese President (315) 451-4777	<a href="mailto:jva@matrixcommunications.com">jva@matrixcommunications.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
New England Systems & Software, Inc. 33 Holly Ln Lake George, NY 12845 <a href="http://www.nessnetworks.com">www.nessnetworks.com</a>	14-1662031 1000027625	Meredith Durkee President (518) 377-4057	<a href="mailto:mdurkee@nessnetworks.com">mdurkee@nessnetworks.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
Nu-Vision Technologies LLC d/b/a Blackbox Network Services 122 East 42nd St. Suite 630 New York, NY 10168 <a href="http://www.blackbox.com">www.blackbox.com</a>	20-0532706 1000029840	Jim Miller Sales Director - Northeast & Ohio (212) 856-7676	<a href="mailto:jim.miller@blackbox.com">jim.miller@blackbox.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
PBXstore, Inc 130 Knickerbocker Ave. Suite 1 Bohemia, New York 11716 <a href="http://www.pbxstore.com">www.pbxstore.com</a>	11-3598688 1000056674	Antonio Marcel President (631) 567-2300	<a href="mailto:amarcel@pbxstore.com">amarcel@pbxstore.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation
Superior Telephone Systems 2410 Route 44 Salt Point, NY 12578 <a href="http://www.superiortelephone.com">www.superiortelephone.com</a>	14-1701329 1000001785	Carol Jones Admin (845) 677-2000	<a href="mailto:sales@superiortelephone.com">sales@superiortelephone.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation

Reseller Name	Federal ID # SFS ID #	Contact Name / Phone	Contact E-Mail	Applicable Lot(s)
Twinstare Voice Data Video Inc d/b/a Twinstare Technologies 291 Rand Hill Road Morrisonville, NY 12962 <a href="http://www.twinstare.com">www.twinstare.com</a>  WBE / SB	14-1514722 1000006787	Dawn Juneau Vice President Administration (800) 833-8000	<a href="mailto:gov-services@twinstare.com">gov-services@twinstare.com</a>	Lot 1 Software Lot 2 Hardware Lot 4 Implementation

**Section 5. Sales Agent Information**

A Sales Agent may assist the Manufacturer with sales, but Sales Agents are not authorized to accept orders, invoice or receive payment.

**This Contract does not contain Sales Agents.**



# Supplemental Contract Award Notification

<b>Title:</b>	<b>Group 73600 – Information Technology Umbrella Contract – Manufacturer Based (Statewide)</b>
<b>Award Number:</b>	<u><b>22802</b></u>
<b>Contract Period:</b>	<b>November 30, 2015 to November 29, 2020</b>
<b>Bid Opening Date:</b>	<b>June 30, 2015</b>
<b>Date of Issue:</b>	<b>December 18, 2015</b>
<b>Contractor Information:</b>	<b>Appears on Page 2 of this Award</b>

## Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Ann Fisher Phone: 518-486-1430 E-mail: PS_SW_ITF@ogs.ny.gov	<b>Procurement Services</b> <b>Customer Services</b> Phone: 518-474-6717 Fax: 518-474-2437 E-mail: customer.services@ogs.ny.gov

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

## Description

Information Technology Umbrella Contract – Manufacturer Based (Statewide)

PR # 22802

<u>CONTRACT #</u>	<u>LOT NUMBER</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>FED.ID. # / NYS VENDOR #</u>
PM21070	2	Check Point Software Technologies, Inc. 959 Skyway Rd. Suite 300 San Carlos, CA 94070	94-3229135 1000009804
PM20810	2	Citrix Systems, Inc. 851 West Cypress Creek Rd. Ft. Lauderdale, FL 33309	75-2275152 1000032569
PM20820	2	Dell Marketing LP One Dell Way Round Rock, Texas 78682	74-2616805 1000041162
PM20910	2	NEC Corporation of America 6535 North State Highway 161 Irving, Texas 75039-2402	20-0665337 1000008544

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

---

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: \_\_\_\_\_ Contractor: \_\_\_\_\_

Describe Product\* Provided (Include Item No., if available): \_\_\_\_\_

\*Note: "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
 Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

NEW YORK STATE OGS  
 PROCUREMENT SERVICES  
 Customer Services, 38th Floor  
 Corning Tower - Empire State Plaza  
 Albany, New York 12242  
 \* \* \* \* \*

# **SUPERIOR**

## **TELEPHONE SYSTEMS**



### **MUNICIPALITY REFERENCES**

<b><u>CUSTOMER</u></b>	<b><u>PHONE</u></b>	<b><u>CONTACT</u></b>
<b>Alford, Town of</b> 5 Alford Center Road, Alford, MA	413-528-4536	Debbie
<b>Amenia, Town of</b> 4988 Route 22, Amenia, NY	845-373-8860	Annette
<b>Bridgewater, Town of</b> 44 Main St., Bridgewater, CT	680-354-2731	Cheryl
<b>Carmel, Town of</b> 1 Starr Rd., Mountainville, NY	845-628-1500	Joe
<b>Cornwall Highway</b> 1880 NYS Route 32, Mountainville, NY	845-534-2171	Bezer
<b>Dover Library</b> 1797 Route 22, Wingdale, NY	845-832-6605	Mike
<b>Dover Town Hall</b> 126 E. Dunkin Hill Rd., Dover Plains, NY	845-832-6111	Caroline
<b>Dutchess County Jail</b> 25 Field Court, Kingston, NY	845-486-3900	Dave
<b>Dutchess Co. 911 Communication Ctr.</b> 392 Creek Rd., Poughkeepsie, NY	845-486-3900	Russ
<b>East Fishkill Police Dept.</b> 2468 Route 52, Hopewell Jct., NY	845-221-2111	Barbara
<b>Esopus, Town of</b> 284 Broadway, Esopus, NY	845-853-3929	Charlie
<b>Fishkill Police Dept. Village of</b> Wood Place, Fishkill, NY	845-897-4430	Angie

<b>Fishkill, Town of</b> 807 Route 52, Fishkill, NY	845-831-7800 X3328	Debbie Davis
<b>Fishkill, Village of</b> Van Wyck Hall, 1095 Main St., Fishkill, NY	845-897-4430	Angie
<b>Harriman, Village of</b> 1 Church St., Harriman, NY	845-783-4421	Evelyn
<b>Hughsonville Fire District</b> 88 Old Hopewell Rd., Wappinger Falls, NY	845-294-4194	Jill
<b>Hyde Park, Town of</b> 4383 Albany Post Rd., Hyde Park, NY	845-229-5111	Carol
<b>Hyde Park Police Dept.</b> 1 Cardinal Rd., Hyde Park, NY	845-229-9340	Dawn
<b>Kent Highway , Town of</b> 62 Luddington Court, Carmel, NY	845-225-7172	Linda
<b>LaGrange, Town of</b> 120 Stringham Rd., LaGrangeville, NY	845-452-1830	Jon
<b>Lake Mohegan Fire District</b> 1975 East Main St., Mohegan Lake, NY <b>WESTCHESTER EMERGENCY 911 CENTER (3 Stations)</b>	914-528-1808	Capt Tom Eade
<b>Milan, Town of</b> 20 Wilcox Cir., Milan, NY	845-758-5133	Cathie
<b>Millbrook Library</b> 3 Friendly Lane, Millbrook, NY	845-677-3611	Nancy
<b>Monroe, Town of</b> 1465 Orange Tnpk, NY	845-783-1900	Peter
<b>New Hamburg Fire Station</b> 15 Channingville Rd., Wappingers Falls, NY 12590 Multiple Locations	845-629-9029	Jeff
<b>New York State DOT</b> 334 Violet Ave., Poughkeepsie, NY	845-454-3390	John
<b>NYS Dept. of Environmental Conservation</b> 100 Hillside Avenue, White Plains, NY	914-428-2505	Gisella X366

2410 ROUTE 44, SALT POINT, NY 12578



<b>NYS Office of Parks</b> 75 Mills Mansion Dr., Staatsburg, NY	845-889-4100	Pam
<b>Pawling, Town of</b> 160 Charles Coleman Blvd., Pawling, NY	845-855-4464	Cathy
<b>Pleasant Valley, Town of</b> 1554 Main St., Pleasant Valley, NY	845-635-3598	Jeff
<b>Poughkeepsie, City of</b> 62 Civic Center Plaza, Poughkeepsie, NY Multiple locations	845-451-4048	Barbara
<b>Pound Ridge Fire Dept.</b> 80 Westchester Ave., Pound Ridge, NY	914-764-5102	James
<b>Putnam DDSO</b> 1620 Town Centre (Route 22), Brewster, NY	845-279-2905	Richard
<b>Rhinebeck Police</b> 14 Center St., Rhinebeck, NY	845-876-8181	Sgt. Peter Dunn
<b>Salt Point Fire Co.</b> 30 Cottage St., Salt Point, NY	845-416-0569	Jeff Cady
<b>Shawangunk, Town of</b> 14 Central Ave., Wallkill, NY	845-339-1811	Charlie
<b>Somers Fire District</b> 119 Primrose St., Lincolndale, NY	914-248-7411	Ken
<b>Stanfordville, Town of</b> 26 Town Hall Rd., Standfordville, NY	845-868-1310	RitaMary
<b>Stone Ridge Library</b> 3700 Main Street, Stone Ridge, NY	845-687-7023	Jody
<b>Vista Fire House</b> 377 Smith Ridge Rd., South Salem, NY	914-447-7431	Tom
<b>Washington, Town of</b> 10 Reservoir Dr., Millbrook, NY	845-677-3419	Robert

STATE OF NEW YORK  
TOWN OF NEWBURGH

10

Scot  
FYI

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In The Matter of the Service Retirement Buyout

**AGREEMENT**

-----X

This is an Agreement by and among CSEA Unit #7913, and the Town of Newburgh ("The Town"),

**WHEREAS**, CSEA and the Town of Newburgh who have employees with sufficient credited service and meeting any other statutory prerequisites of the New York State Employee Retirement System in order to be eligible for a Service Retirement; and

**WHEREAS**, The Town has offered a buyout incentive for Town of Newburgh employees who are eligible for service retirements with at least fifteen (15) years of credited service, in the amount of \$12,500.00 for those with a minimum of 15 through and including 19 years of service, and \$15,000.00 for those with twenty (20) or more years of service; and

**WHEREAS**, The Town and CSEA Unit #7913 have expressed a desire to resolve all issues; and

**NOW, THEREFORE, IN CONSIDERATION** of the same mutual undertakings and promises contained in this Agreement, the parties hereby agree as follows:

1. Employee agrees to irrevocably resign from employment as a "title of employee" in the Town of Newburgh effective 00/00/2019, for the purpose of retirement. (Employee) agrees to tender his/her irrevocable letter of resignation to the Town Supervisor, effective 00/00/2019. The irrevocable letter of resignation is attached hereto and made a part hereof.
2. In exchange for "**Employee Title**" irrevocable resignation for the purpose of retirement, the Town Board of the Town of Newburgh agrees to provide a buyout in the amount as detailed above and as may apply. The Town will provide a neutral job reference if asked by any potential future employers on behalf of **(the employee)**
3. In exchange for the above-stated consideration and the promises contained herein, **(employee)** agrees to forever release and discharge the Town, its Board members, its Department Heads, and all its employees and/or agents from any and all liabilities arising directly or indirectly out of his/her employment with the Town from (employee) date of hire through the effective date of this Agreement/irrevocable resignation, including, but not limited to, any claims asserted and/or non-asserted he/she may have under any Federal, State, County or local statute, regulation, rule ordinance or order including

but not limited to any claim of discrimination based upon race, sex, age, religion, national origin, sexual orientation, disability, marital status or retaliation or any other claim protected by law. This waiver includes but is not limited to, any and all claims (the employee) has or may have under the Federal Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the New York State Human Rights Law, the General Municipal Law, the New York State Civil Service Law, 42 U.S.C. §1983 and the Civil Rights Act of 1991. (Employee) has had his/her rights under Law, referred to above, including, but not limited to, the Older Workers Benefit Protection Act, expressly explained to him/her by representative of his/her choice. (Employee) acknowledges that he/she has been advised by his/her representative of his/her choice that he/she is entitled to at least twenty-one (21) days to consider and review the terms of this Agreement pursuant to the Older Workers Benefit Protection Act and voluntarily waives such right to the twenty-one (21) day waiting period.

4. The Town hereby releases and discharges **(Employee)** from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorney's fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever occurring in the scope of his employment (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all Federal, State, County or local statutes, laws, rules and regulations, pertaining to employment, as well as any and all claims under State or Federal contract or tort law against (Employee), up to and including the date of execution of this Agreement and/or irrevocable letter of resignation, except a claim that (Employee) has failed to comply with any obligations created by this Agreement, and/or irrevocable letter of resignation, and excluding any claims which arise from any criminal or illegal acts, defalcation, false claims, receipt of monies.
5. None of the language in this Agreement is intended to, nor does it in fact constitute a waiver or limitation of any party's ability to bring an action to enforce all or part of this Agreement.
6. This Agreement is binding and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.
7. It is the express intention of the parties that this Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New York. All parties to this Agreement have contributed to its construction and it shall not be held more strictly against any party by reason of rule of construction.
8. If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of any other provision of this Agreement.

9. **(Employee)** further acknowledges that he/she has reviewed the terms of this Agreement in its entirety with his/her attorney, if any, fully understands all of its terms and their significance, knowingly and voluntarily assents to all the terms and conditions contained in the Agreement.
10. **(Employee)** affirms that this Agreement has been entered into freely, knowingly and openly without coercion or duress and that he/she has had the opportunity to consult with his/her attorney concerning the terms and ramifications of this Agreement. (Employee) acknowledges that he/she was not under any disability that would affect his/her ability to understand and/or agree to the terms of this Agreement at any time relevant to the execution or review and consideration of this Agreement and further acknowledges that he/she has been told that he/she is under no obligation whatsoever to enter into this Agreement.
11. This Agreement constitutes the entire agreement between the parties and any amendments to or changes in the obligations created by this Agreement shall not be effective unless reduced to writing and signed by the parties. All prior written or oral agreements between the representations of the Town and **(Employee)** are hereby terminated and expressly disavowed.
12. The terms of this Agreement have been approved by the Town Board of the Town of Newburgh.

Dated:

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CSEA Unit #7913 Representative

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Gil Piaquadio Supervisor

Attachment: Irrevocable Letter of Resignation

\_\_\_\_\_, 2019

Town Board, Town of Newburgh  
1496 Rt. 300  
Newburgh, New York 12550

ATTN: Hon. Gil Piaquadio, Town Supervisor

Dear Town Board:

I hereby resign my position with the Town of Newburgh, Employee Department, effective 00/00/2019. This resignation is irrevocable. Further, by signing this letter I confirm that I meet the eligibility requirements of the Buyout Agreement executed on today's date (as indicated above).

\_\_\_\_\_  
Name of Employee (print)

\_\_\_\_\_  
Employee's Signature

cc: Personnel File