

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

## TOWN BOARD PUBLIC MEETING AGENDA

Monday, April 8, 2019

7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. PRESENTATION: Administration of Oath to Three Police Officers
6. APPROVAL OF AUDIT
7. PUBLIC HEARING (7:00 p.m.): Introductory Local Law #1 Amending Chapter 174  
Entitled "Vehicles and Traffic" to Establish No Parking Along the West Side of  
Homewood Avenue Between Route 17K and Tighe Avenue
8. PUBLIC HEARING (7:15 P.M.): Introductory Local Law #2 Amending Chapter 174  
Entitled "Vehicles and Traffic" to Establish Three Ton Weight Limits on Trucks on  
Delaware Road and Neversink Drive
9. DEPARTMENT HEAD REPORTS
10. JUSTICE COURT:
  - A. Approval to Hire Clerk
  - B. Leasing of Posting Machine
11. ANIMAL CONTROL:
  - A. Approval to Pay Flannery Animal Hospital from T-94 Account
  - B. Approval to Pay Newburgh Veterinary Hospital from T-94 Account
  - C. Dog Control Officer Inspection Report
12. RECREATION: Dial-A-Bus Lease with Orange County
13. ENGINEERING:
  - A. Well Testing on Anchorage Property
  - B. Stewart Air National Guard Water Rate
14. ACCOUNTING: NYCLASS Municipal Cooperation Resolution
15. TOWN CLERK: Change Authorized Signatories on Town of Newburgh  
Checking Account for Orange County Trust Company
16. ASSESSOR: Approval to Hire ESAC Appraisers
17. TOWN SUPERVISOR: Retainer for Grant Writer
18. ANNOUNCEMENTS
19. PUBLIC COMMENTS
20. EXECUTIVE SESSION: Litigation: Dirado vs the Town of Newburgh
21. ADJOURNMENT



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 AMENDING CHAPTER 174 ENTITLED  
"VEHICLES AND TRAFFIC" OF THE CODE OF  
THE TOWN OF NEWBURGH; NO PARKING ALONG  
THE WEST SIDE OF HOMEWOOD AVENUE BETWEEN  
ROUTE 17K AND TIGHE AVENUE  
OUR FILE NO. 800.1(B)( ) (2019)

DATE: APRIL 4, 2019

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  
(1942-2018)

**OF COUNSEL**

Craig F. Simon  
Irene V. Villacci

Enclosed please find the following draft resolution for the Town Board's consideration following the close of the public hearing scheduled for April 8, 2019:

Resolution of Adoption of Local Law No. \_\_\_ of 2019 Amending Chapter 174 Entitled "Vehicles and Traffic" of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue

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

MCT:kac  
Enclosures

cc: Joseph Pedi, Deputy Town Clerk (via e-mail)  
James Osborne, Town Engineer (via e-mail)  
Bruce Campbell, Chief of Police (via e-mail)  
Mark Hall, Highway Superintendent (via e-mail)

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF ADOPTION OF LOCAL LAW NO. \_\_ of 2019 AMENDING CHAPTER 174 ENTITLED "VEHICLES AND TRAFFIC" OF THE CODE OF THE TOWN OF NEWBURGH NO PARKING ALONG THE WEST SIDE OF HOMEWOOD AVENUE BETWEEN ROUTE 17K AND TIGHE AVENUE

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

**WHEREAS**, the Town Board of the Town of Newburgh adopted a resolution on the 25th day of February, 2019 ordering a public hearing to be held on the 8th day of April, 2019 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on Introductory Local Law No. \_\_\_ of the Year 2017 entitled "A Local Law Amending Chapter 174 entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue"; and

**WHEREAS**, a notice of Public Hearing was duly advertised on the \_\_\_th day of March, 2019 in The Mid-Hudson Times and on the \_\_\_th day of March, 2019 in The Orange County Post and posted on the Town Clerk's sign board together with a copy of the Local Law on the \_\_\_th day of March, 2019; and

**WHEREAS**, the Public Hearing was duly held on the 8th day of April, 2019 at 7:00 o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed Local Law or any part thereof; and

**WHEREAS**, due to the introduction or adoption of intervening local laws, upon adoption and filing with the Secretary of State said Local Law will be designated as Local Law No. \_\_\_ of 2019; and

**WHEREAS**, the adoption of said Local Law designating new weight limits on trucks on existing streets of the Town of Newburgh constitutes (i) a legislative action pertaining to the installation of traffic control devices on existing streets, roads and highways and (ii) routine and continuing agency administration and management not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

**WHEREAS**, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_\_\_ of 2019 entitled "A Local Law Amending Chapter 174 entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue".
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

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

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW #\_\_ OF 2019  
AMENDING  
CHAPTER 174 ENTITLED  
“VEHICLES AND TRAFFIC”  
OF THE CODE OF THE TOWN OF NEWBURGH  
NO PARKING  
ALONG THE WEST SIDE OF HOMEWOOD AVENUE  
BETWEEN ROUTE 17K AND TIGHE AVENUE**

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

**SECTION 1 – TITLE**

This Local Law shall be referred to as “A Local Law Amending Chapter 174 entitled ‘Vehicles and Traffic’ of the Code of the Town of Newburgh: No Parking Along the West Side of Homewood Avenue Between Route 17K and Tighe Avenue”.

**SECTION 2 – AMENDMENT TO CHAPTER 174**

§174-45 entitled “Schedule XII: Parking Prohibited at All Times” of Chapter 174 entitled “Vehicles and Traffic” of the Code of the Town of Newburgh which provides “[i]n accordance with the provisions of §174-18, no person shall park a vehicle at any time upon any of the following described street or parts thereof” is hereby amended by the addition of the following street parts:

Name of Street	Side	Location
Homewood Avenue	West	From Route 17K to Tighe Avenue

**SECTION 3 – VALIDITY**

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

**SECTION 4 – EFFECTIVE DATE**

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



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 AMENDING CHAPTER 174 ENTITLED  
"VEHICLES AND TRAFFIC" OF THE CODE OF  
THE TOWN OF NEWBURGH TO ESTABLISH THREE TON  
WEIGHT LIMITS ON DELAWARE ROAD AND  
NEVERSINK DRIVE  
OUR FILE NO. 800.1(B)( ) (2019)

**DATE:** APRIL 4, 2019

**P: 845.562.9100**  
**F: 845.562.9126**

655 Little Britain Road  
New Windsor, NY 12553

P.O. Box 2280  
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**COUNSEL**

Stephen P. Duggan, III  
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**OF COUNSEL**

Craig F. Simon  
Irene V. Villacci

Enclosed please find the following draft resolution for the Town Board's consideration following the close of the public hearing scheduled for April 8, 2019:

Resolution of Adoption of Local Law No. \_\_ of 2019 Amending Chapter 174 Entitled "Vehicles and Traffic" of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Delaware Road Neversink Drive

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

MCT:kac  
Enclosures

cc: Joseph Pedi, Deputy Town Clerk (via e-mail)  
James Osborne, Town Engineer (via e-mail)  
Bruce Campbell, Chief of Police (via e-mail)  
Mark Hall, Highway Superintendent (via e-mail)

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF ADOPTION OF LOCAL LAW NO. \_\_\_ of 2019 AMENDING CHAPTER 174 ENTITLED "VEHICLES AND TRAFFIC" OF THE CODE OF THE TOWN OF NEWBURGH: TO ESTABLISH THREE TON WEIGHT LIMITS ON TRUCKS ON DELAWARE ROAD AND NEVERSINK DRIVE

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

**WHEREAS**, the Town Board of the Town of Newburgh adopted a resolution on the 25th day of February, 2019 ordering a public hearing to be held on the 8th day of April, 2019 at 7:15 o'clock p.m., prevailing time, to hear all interested parties on Introductory Local Law No. \_\_\_ of the Year 2017 entitled "A Local Law Amending Chapter 174 entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Trucks on Delaware Road and Neversink Drive"; and

**WHEREAS**, a notice of Public Hearing was duly advertised on the \_\_\_th day of March, 2019 in The Mid-Hudson Times and on the \_\_\_th day of March, 2019 in The Orange County Post and posted on the Town Clerk's sign board together with a copy of the Local Law on the \_\_\_th day of March, 2019; and

**WHEREAS**, the Public Hearing was duly held on the 8th day of April, 2019 at 7:15 o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed Local Law or any part thereof; and

**WHEREAS**, due to the introduction or adoption of intervening local laws, upon adoption and filing with the Secretary of State said Local Law will be designated as Local Law No. \_\_\_ of 2019; and

**WHEREAS**, the adoption of said Local Law designating new weight limits on trucks on existing streets of the Town of Newburgh constitutes (i) a legislative action pertaining to the installation of traffic control devices on existing streets, roads and highways and (ii) routine and continuing agency administration and management not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

**WHEREAS**, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_\_\_ of 2019 entitled "A Local Law Amending Chapter 174 entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Trucks on Delaware Road and Neversink Drive".
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

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

The resolution was thereupon declared duly adopted.



**INTRODUCTORY LOCAL LAW # OF 2019  
AMENDING CHAPTER 174 ENTITLED "VEHICLES AND TRAFFIC"  
OF THE CODE OF THE TOWN OF NEWBURGH  
TO ESTABLISH  
THREE TON WEIGHT LIMITS ON TRUCKS ON  
DELAWARE ROAD AND NEVERSINK DRIVE**

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 174 Entitled 'Vehicles and Traffic' of the Code of the Town of Newburgh to Establish Three Ton Weight Limits on Trucks on Delaware Road and Neversink Drive."

SECTION 2 – PURPOSE

The purpose of this Local Law is to establish a weight limit of three (3) tons on trucks on Delaware Road and Neversink Drive for the entire length of each Town highway in Section 174-44, Schedule XI of the Code of the Town of Newburgh.

SECTION 3 - AMENDMENT TO SECTION 174-42 OF CHAPTER 174

§174-44 entitled "Schedule XI: Trucks Over Certain Weights Excluded" of Chapter 174 entitled "Vehicles and Traffic" of the Code of the Town of Newburgh which provides in part "[i]n accordance with the provisions of §174-14, trucks in excess of the weights indicated are hereby excluded from the following streets or parts thereof, except for the pickup and delivery of materials on such streets " is hereby amended by the addition of the following weight limits and streets effective as of date indicated:

<b>Name of Street</b>	<b>Weight Limit (tons)</b>	<b>Location</b>
Delaware Road	3	Entire length
Neversink Drive	3	Entire length

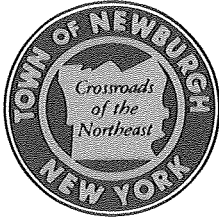
SECTION 4 - VALIDITY

If any clause, sentence, paragraph, word, section or part of this Local Law shall be judged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment has been rendered.

SECTION 5 - EFFECTIVE DATE

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

MCT/Town of Newburgh/VehicleandTrafficLaw Delawarel Road Neversink Drive Weight Limit.doc



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

10A

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor ✓  
Town Board

From: Charlene M Black, Personnel

Date: March 29, 2019

Re: Justice Court: Court Clerk Position

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Town Justice Richard Clarino has requested to hire to the full time position that is available in his department. He would like to offer the position to Alison Dabroski as a Court Clerk. My office canvassed the list and Ms. Dabroski was in the top three. The Judge did interview the other two candidates that requested an interview and found that Ms. Dabroski is the best candidate. Ms. Dabroski will need to complete paperwork to change her from a part time clerk to a full time CSEA Court Clerk position. Her salary is per the contract \$19.0168 per hour. 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**

**JENNIFER PROPFE**  
**COURT CLERK TO TOWN JUSTICE**

March 29, 2019

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

Charlene Black  
Director of Personnel  
1496 Route 300  
Newburgh, New York 12550

Re: Recommendation for the Newly Created Position of Full-Time Court Clerk

Dear Supervisor Piaquadio and Ms. Black:

This is to request that Alison Dabroski be appointed to fill the position of Full-Time Court Clerk.

Enclosed is a signed Employment Request Form.

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: James Presutti

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

**To: Personnel Department**

NAME OF CANDIDATE: Alison Dabroski

DEPARTMENT: Town Justice Court

TITLE OF POSITION: Court Clerk

FULL TIME OR PART TIME: Full Time (Grade 8)

HOURLY RATE: \$ 34,610.58 (19.0168) hr.

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 1110.001

PROPOSED HIRE DATE: 4/29/19

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.



HON RICHARD CLARINO  
TOWN JUSTICE-TOWN OF NEWBURGH

DEPARTMENT HEAD SIGNATURE

3/29/19

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

10B

April 3, 2019 Town Board Meeting

I am looking for a motion to lease a postage machine for the Justice Court at a cost of \$ 273.52 per month from central mailing account

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



**NEWBURGH TOWN COURT  
311 ROUTE 32  
NEWBURGH, NEW YORK 12550**

---

TELEPHONE (845) 564-7165  
FACSIMILE (845) 564-7171

**HON. JUDE T. MARTINI  
TOWN JUSTICE**

**HON. RICHARD CLARINO  
TOWN JUSTICE**

**MEMORANDUM**

**TO:** Gilbert J. Piaquadio, Town Supervisor  
Elizabeth J. Greene, Town Councilwoman  
Scott M. Manley, Councilman  
James E. Presutti, Councilman  
Paul I. Ruggiero, Councilman

**FROM:** Richard Clarino, Town Justice *RC*  
Jude T. Martini, Town Justice *JTM*

**DATE:** April 2, 2019

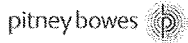
**SUBJECT:** Lease of Pitney Bowes Machine

The Town of Newburgh Court understands that its lease for the Pitney Bowes postage machine has expired. The Town of Newburgh Court is seeking to renew its lease. Attached is a copy of the State and Local Fair Market Value Lease. We are seeking your approval.

Please place this matter on the next available Council agenda for your approval.

Thank you.

Attachment



**State and Local Fair Market Value Lease**

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Agreement Number

**Your Business Information**

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>			<b>Tax ID # (FEIN/TIN)</b>		
TOWN OF NEWBURGH JUSTICE COURT					
<b>Sold-To: Address</b>					
311 ROUTE 32, NEWBURGH, NY, 12550-8856, US					
<b>Sold-To: Contact Name</b>		<b>Sold-To: Contact Phone #</b>		<b>Sold-To: Account #</b>	
Dessy Acevedo		(845) 564-7165		0013073957	
<b>Bill-To: Address</b>					
311 ROUTE 32, NEWBURGH, NY, 12550-8856, US					
<b>Bill-To: Contact Name</b>		<b>Bill-To: Contact Phone #</b>		<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Dessy Acevedo		(845) 564-7165		0010501127	dessyacevedo@nycourts.gov
<b>Ship-To: Address</b>					
311 ROUTE 32, NEWBURGH, NY, 12550-8856, US					
<b>Ship-To: Contact Name</b>		<b>Ship-To: Contact Phone #</b>		<b>Ship-To: Account #</b>	
Dessy Acevedo		(845) 564-7165		0013073957	
<b>PO #</b>					

**Your Business Needs**

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	CONNECT+ 145 LPM SPEED
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream Intellilink Services
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker



1	MW96000	Weighing Platform
1	PTJ1	Postal Shipping
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

**Your Payment Plan**

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 273.52	\$ 820.56

*\*Does not include any applicable sales, use, or property taxes which will be billed separately.*

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/statelocalfmvterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#

Lessee Signature  
Print Name  
Title  
Date  
Email Address

Pitney Bowes Signature  
Print Name  
Title  
Date

Sales Information

---

Linda Pachter

linda.pachter@pb.com

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Account Rep Name

Email Address

PBGFS Acceptance

11A



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: March 26, 2019

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

Totaling: \$47.74

Feline: \$

Canine: \$47.74

**Flannery Animal Hospital PC**

789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Moore | Date: 2/8/2019 at 09:09 | Invoice: 834816696 | Cashier: Allison T

**Client**

Town Of Newburgh Animal Control (#18987)

645 Gidney Avenue  
Newburgh, NY 12550

**Patient**

2019-18-1 Australian Cattle Dog (#120066)

Species: Canine (Australian Cattle Dog)

Sex: Female Unknown | Color: Brown And White

Birth: 01/18/2015 | Age: 4y | Weight:

**Detailed Visit Information**

Date	Description	Qty	Price	Discount	Tax	Total Price
1/19/2019	Rabies Vaccine 1yr Canine	1.00	\$38.05	-\$19.03	\$0.00	\$19.02

Subtotal:

\$19.02

Discounts	Shelters/PetStore	-\$19.03
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**Invoice Summary**

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2019-18-1 Australian Cattle Dog	\$38.05	-\$19.03	\$0.00	\$19.02

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

**Flannery Animal Hospital PC**

789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

**Flannery Animal Hospital** | Date: 2/13/2019 at 14:46 | Invoice: 834817434 | Cashier: Allison T

**Client**

**Town Of Newburgh Animal Control (#18987)**

645 Gidney Avenue  
Newburgh, NY 12550

**Patient**

**Louie (#120312)**

Species: Canine (Chihuahua Smooth-coat)

Sex: Male Neutered | Color: Tri

Birth: 02/06/2014 | Age: 5y | Weight:

**Detailed Visit Information**

Date	Description	Qty	Price	Tax	Total Price
2/7/2019	Boarding Animal Control	1.00	\$28.72	\$0.00	\$28.72

**Subtotal:**

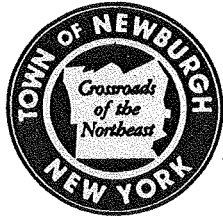
**\$28.72**

**Invoice Summary**

Patient Name	Total Price	Total Tax	Total Due
Louie	\$28.72	\$0.00	\$28.72

--	--	--

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



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: March 29, 2019

---

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

Totaling: \$846.14

Feline: \$

Canine: \$846.14

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

①

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-01-19 at 11:30a  
**Date:** 03-01-19  
**Account:** 19984  
**Invoice:** 701587

Date	For	Qty	Description	Price	Discount	Net Price
03-01-19	BoBo	1	Accuplex4 Lyme,HW,Ehrlichia,Ana	72.00	46.00	26.00 **

Total charges, this invoice...

26.00 ✓

\*\*Total discount included: 46.00

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

Reminders for: <b>BoBo</b> (Weight: 10.9 lbs - 8y)	Last done
02/20 Lyme,HW,Ehrlichia Accu Plus4(A)	03-01-19
02/20 CanineDist/Aden/Para/Parvo/Lep	
02/20 CANINE RABIES / 3 YEAR	
02/20 Canine Kennel Cough Vacc -1 ye	02-26-19
08/19 FECAL EXAM	

### BoBo's weight history (in lbs)

02-27-19	10.90
02-26-19	10.90

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

②

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-07-19 at 3:20p  
**Date:** 03-07-19  
**Account:** 19984  
**Invoice:** 702058

Date	For	Qty	Description	Price	Discount	Net Price
03-07-19	BoBo	1	Fecal Analysis w/ Pathology review	70.00	35.00	35.00 **
03-07-19		0.50	Cerenia Inject / ml Hosp	38.30	19.15	19.15 **
03-07-19		1	Chemistry /CBC in Hospital	220.00	110.00	110.00 **
03-07-19		1	OSHA Compliance Biohazards Fee	7.00	3.50	<del>3.50</del> **
03-07-19		1	Consult/Exam Followup	44.00	22.00	22.00 **
03-07-19		1	Pet Insurance Review			0.00
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans						
03-07-19		1	SUBCUTANEOUS FLUIDS INJEC	55.00	27.50	27.50 **
03-07-19		1	Cerenia 16mgx4 (8.8-17.6#) #2536	33.97	22.03	11.94 **
03-07-19		5	Metronidazole 250mg. #253679	19.30	18.22	1.08 **

Total charges, this invoice...

\*\*Total discount included: 257.40

230.17

226.67

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

Reminders for: <b>BoBo</b> (Weight: 10.9 lbs - 8y)		Last done
02/20	lyme,HW,Ehrlichia Accu Plus4(A)	03-01-19
02/20	CanineDist/Aden/Para/Parvo/Lep	
02/20	CANINE RABIES / 3 YEAR	
02/20	Canine Kennel Cough Vacc -1 ye	02-26-19
09/19	FECAL EXAM	03-07-19

### Doctor's Instructions

#### SUBCUTANEOUS FLUIDS INJECTION

We have administered subcutaneous fluids to your pet - you may note a lump or bumps under the skin. This is normal, and will dissipate as fluids are absorbed.

#### BoBo's weight history (in lbs)

02-27-19	10.90
02-26-19	10.90



# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

③

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-28-19 at 10:46a  
**Date:** 03-08-19  
**Account:** 19984  
**Invoice:** 702097

Date	For	Qty	Description	Price	Discount	Net Price
03-08-19	BoBo	0.50	Cerenia Inject / ml Outpatient	38.30	19.15	19.15 ✓

Total charges, this invoice... 19.15

\*\*Total discount included: 19.15

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

Reminders for: <b>BoBo</b> (Weight: 10.6 lbs - 8y)	Last done
02/20 Lyme,HW,Ehrlichia Accu Plus4(A)	03-01-19
02/20 CanineDist/Aden/Para/Parvo/Lep	
02/20 CANINE RABIES / 3 YEAR	
02/20 Canine Kennel Cough Vacc -1 ye	02-26-19
09/19 FECAL EXAM	03-07-19

### BoBo's weight history (in lbs)

03-18-19	10.60
02-27-19	10.90
02-26-19	10.90

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660



"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-09-19 at 8:50a  
**Date:** 03-09-19  
**Account:** 19984  
**Invoice:** 702168

Date	For	Qty	Description	Price	Discount	Net Price
03-09-19	BoBo	0.50	Cerenia Inject / ml Outpatient	38.30	19.15	19.15 ** ✓

Total charges, this invoice... 19.15

\*\*Total discount included: 19.15

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

Reminders for: <b>BoBo</b> (Weight: 10.9 lbs - 8y)	Last done
02/20 Lyme,HW,Ehrlichia Accu Plus4(A)	03-01-19
02/20 CanineDist/Aden/Para/Parvo/Lep	
02/20 CANINE RABIES / 3 YEAR	
02/20 Canine Kennel Cough Vacc -1 ye	02-26-19
09/19 FECAL EXAM	03-07-19

### BoBo's weight history (in lbs)

02-27-19	10.90
02-26-19	10.90

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660



"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-12-19 at 9:59a  
**Date:** 03-12-19  
**Account:** 19984  
**Invoice:** 702430

Date	For	Qty	Description	Price	Discount	Net Price
03-09-19	BoBo	1	No Ova Seen			0.00
03-10-19		2	BOARD/K9 TLC Medical Alert (Cag 113.00		56.50	56.50 **
			Daily accommodations			
			Sanitize morning and evening			
			Meal preparation			
			Daily monitoring by Technical Staff			
			Exercise in outdoor run 2 x daily			
03-10-19		1	Oral, Topical medication administr	6.80	3.40	3.40 **
03-10-19		0.20	Dexamethasone Inject / ml Hosp	40.02	20.01	20.01 **
03-10-19		1	SUBCUTANEOUS FLUIDS INJEC	55.00	27.50	27.50 **
Total charges, this invoice...						107.41
**Total discount included: 107.41						

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

Reminders for: <b>BoBo</b> (Weight: 10.9 lbs - 8y)	Last done
02/20 Lyme, HW, Ehrlichia Accu Plus4(A)	03-01-19
02/20 CanineDist/Aden/Para/Parvo/Lep	
02/20 CANINE RABIES / 3 YEAR	
02/20 Canine Kennel Cough Vacc -1 ye	02-26-19
09/19 FECAL EXAM	03-07-19

### Doctor's Instructions

#### SUBCUTANEOUS FLUIDS INJECTION

We have administered subcutaneous fluids to your pet - you may note a lump or bumps under the skin. This is normal, and will dissipate as fluids are absorbed.

#### BoBo's weight history (in lbs)

02-27-19	10.90
02-26-19	10.90

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

(6)

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-21-19 at 4:15p  
**Date:** 03-21-19  
**Account:** 19984  
**Invoice:** 703313

Date	For	Qty	Description	Price	Discount	Net Price
03-18-19	BoBo	1	Weight Monitoring			0.00
03-18-19		1	CONSULT / EXAM - Followup	44.00	22.00	22.00 **
03-18-19		1	Pet Insurance Review			0.00
Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans						
03-18-19		0.50	Cerenia Inject / ml Outpatient	38.30	19.15	19.15 **
03-18-19		1	BOARD/K9 TLC Medical Alert (Cag	56.50	28.25	28.25 **
Daily accommodations Sanitize morning and evening Meal preparation Daily monitoring by Technical Staff Exercise in outdoor run 2 x daily						
03-18-19		1	OSHA Compliance Biohazards Fee	7.00	3.50	<del>3.50</del> **
03-18-19		1	Cerenia 16mgx4 (8.8-17.6#) #2542	33.97	22.03	11.94 **
03-18-19		10	Famotidine 10mg single tablets #25	18.45	17.85	0.60 **
03-18-19		30	Trazodone 50mg tablets #254249	22.95	20.79	2.16 **
03-18-19		0.25	Famotidine Inject / ml Hosp	30.35	15.17	15.18 **
03-19-19		1	X-RAY-Followups while hospitalize	31.00	15.50	15.50 **
03-19-19		1	Ultrasound Abdominal Cavity + X-	500.00	250.00	250.00 **
03-19-19		1	OSHA Compliance Biohazards Fee	7.00	3.50	<del>3.50</del> **
03-19-19		60	Amoxicillin 50mg tab #254268			40.95
03-19-19		10	Metronidazole 250mg. #254269	21.05	18.89	2.16 **
03-19-19		10	Prednisolone 5mg individual tablet	19.75	16.39	3.36 **
03-19-19		0.25	Dexamethasone Inject / ml Outpati	40.02	20.01	20.01 **

Total charges, this invoice...

\*\*Total discount included: 473.03

~~438.26~~

431.26

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

Reminders for: **BoBo** (Weight: 10.6 lbs - 8y)

Last done

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

7

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 03-21-19 at 4:16p  
**Date:** 03-21-19  
**Account:** 19984  
**Invoice:** 703314

Date	For	Qty	Description	Price	Discount	Net Price
03-20-19	Blue James	1	CANINE RABIES / 1YEAR	35.00	17.50	17.50 **

Total charges, this invoice...

\*\*Total discount included: 17.50

~~17.50~~  
16.50

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

Reminders for: **Blue James**

Last done

03/20	CANINE RABIES / 3 YEAR
09/19	Neuter your pet at 5-6 months
09/19	Canine Kennel Cough Vacc -1 ye
09/19	FECAL EXAM
03/14	Consultation/Exam- Bi-annual

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

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

11C



**Agriculture  
and Markets**

March 21, 2019

Gilbert Piaquadio  
Town Supervisor - Town of Newburgh  
1496 Rte 300  
Newburgh, NY 12550

MAR 25 2019

Enclosed is the **Dog Control Officer Inspection Report** completed on **03/15/2019**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Joyce Amels  
Animal Health Inspector  
(845) 500-1498

**DOG CONTROL OFFICER INSPECTION REPORT - DL-89**

Rating: **Satisfactory365**

Purpose: **Inspection**

DATE/TOA: **3/15/19 10:00 am**

**Cheryl Cunningham  
c/o Town of Newburgh Shelter  
645 Gidney Avenue  
Newburgh NY 12550**

Inspector: **Joyce Amels**

Inspector #: **67**

---

These are the findings of an inspection of your facility on the date(s) indicated above:

---

- |   |     |
|---|-----|
| <b>1. Equipment is available for proper capture and holding</b>                       | Yes |
| <b>2. Dogs are held and transported safely</b>  | Yes |
| <b>3. Equipment maintained in clean and sanitary condition</b>                        | Yes |
| <b>4. Veterinary care is provided when necessary</b>                                  | Yes |
| <b>5. Dogs are euthanized humanely</b>  | Yes |
| <b>6. Complete seizure and disposition records are maintained for all seized dogs</b> | Yes |
| <b>7. Dogs transferred for purposes of adoption in compliance with Article 7</b>      | Yes |
| <b>8. Redemption period is observed before adoption, euthanasia or transfer</b>       | Yes |
| <b>9. Owners of identified dogs are properly notified</b>                             | Yes |
| <b>10. Redeemed dogs are licensed before release</b>                                  | Yes |
| <b>11. Proper impoundment fees paid before dogs are released</b>                      | Yes |

---

Town - City - Village Information for Inspection:

---

<b>TCV CODE</b>	<b>TCV NAME</b>
3314	Town of Newburgh

---

Additional Information for Inspection:

---

**Number of Dogs Seized:**

Number of dogs seized since previous inspection: 126

**Associated Municipal Shelter(s):**

Name of Shelter(s): Newburgh Town shelter

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Cheryl Cunningham**  
TITLE: **DCO**

REVIEWED BY: **Eloise Herrman**  
REVIEWED DATE: **03/15/2019**

**DOG CONTROL OFFICER INSPECTION REPORT - DL-89**

Rating: **Satisfactory**365

Purpose: **Inspection**

DATE/TOA: **3/15/19 10:00 am**

**Cheryl Cunningham  
c/o Town of Newburgh Shelter  
645 Gidney Avenue  
Newburgh NY 12550**

Inspector: **Joyce Amels**

Inspector #: **67**

---

These are the findings of an inspection of your facility on the date(s) indicated above:

---

- |   |     |
|---|-----|
| <b>1. Equipment is available for proper capture and holding</b>                       | Yes |
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| <b>4. Veterinary care is provided when necessary</b>                                  | Yes |
| <b>5. Dogs are euthanized humanely</b>  | Yes |
| <b>6. Complete seizure and disposition records are maintained for all seized dogs</b> | Yes |
| <b>7. Dogs transferred for purposes of adoption in compliance with Article 7</b>      | Yes |
| <b>8. Redemption period is observed before adoption, euthanasia or transfer</b>       | Yes |
| <b>9. Owners of identified dogs are properly notified</b>                             | Yes |
| <b>10. Redeemed dogs are licensed before release</b>                                  | Yes |
| <b>11. Proper impoundment fees paid before dogs are released</b>                      | Yes |

---

Town - City - Village Information for Inspection:

---

**TCV CODE    TCV NAME**

---

3314      Town of Newburgh

---

Additional Information for Inspection:

---

**Number of Dogs Seized:**

Number of dogs seized since previous inspection: 126

**Associated Municipal Shelter(s):**

Name of Shelter(s): Newburgh Town shelter

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Cheryl Cunningham**  
TITLE: **DCO**

REVIEWED BY: **Eloise Herrman**  
REVIEWED DATE: **03/15/2019**





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

P: 845.562.9100  
F: 845.562.9126

RE: "THIRD PARTY LEASE AND SERVICE AGREEMENT FOR  
CAPITAL EQUIPMENT" WITH ORANGE COUNTY;

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

RESOLUTION OF TOWN BOARD AUTHORIZING  
EXECUTION AND DELIVERY OF THIRD PARTY LEASE  
AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT  
BETWEEN THE TOWN OF NEWBURGH THE COUNTY OF  
ORANGE FOR 2018 FORD E-450 VIN# 1FDEE3FS0JDC08225  
AND 2018 FORD E-450 VIN# 1FDEE3FS4JDC07515  
OUR FILE NO. 800.1(B)(18)(2013)

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

DATE: APRIL 2, 2019

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

Enclosed please find the above referenced authorizing resolution for the  
Town Board's consideration. Also enclosed is a copy of the proposed Third  
Party Lease and Service Agreement for Capital Equipment between the County of  
Orange and the Town of Newburgh for the two "vehicles" and related schedules  
to the Agreement.

COUNSEL

Stephen P. Duggan, III  
John K. McGuirk  
(1942-2018)

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

OF COUNSEL

Craig F. Simon  
Irene V. Villacci

MCT:kac  
Enclosure

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)  
Robert Petrillo, Commissioner of Parks, Recreation and Conservation (via e-mail)  
Ronald Clum, Town Accountant (via e-mail)  
Hank Chapman, Haylor, Freyer & Coon (via e-mail)  
Shannon O'Keefe Clearwater, Haylor Freyer & Coon (via e-mail)  
Amanda Adamo, Claims Advocate, Haylor, Frayer & Coon (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_\_ day of March, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

Paul Ruggiero, Councilman

James Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING EXECUTION AND  
DELIVERY OF THIRD PARTY LEASE AND  
SERVICE AGREEMENT BETWEEN THE  
TOWN OF NEWBURGH AND  
THE COUNTY OF ORANGE FOR 2018  
FORD E-450 VIN# 1FDEE3FS0JDC08225  
AND 2018 FORD E-450 VIN#  
1FDEE3FS4JDC07515

Councilman\Councilwoman \_\_\_\_\_ presented the following resolution which was seconded by Councilman\Councilwoman \_\_\_\_\_.

WHEREAS, the County of Orange has forwarded a proposed Third Party Lease and Service Agreement for Capital Equipment between the County and the Town of Newburgh for a 2018 Ford E-450 VIN# 1FDEE3FS0JDC08225 and 2018 E-450 VIN# 1FDEE3FS4JDC07515 Bus (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement between the County and Town for the lease of two buses by the Town.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of the Agreement between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized and ratified; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call

which resulted as follows:

Elizabeth Greene, Councilwoman voting \_\_\_\_\_

Paul Ruggiero, Councilman voting \_\_\_\_\_

James Presutti, Councilman voting \_\_\_\_\_

Scott M. Manley, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on April \_\_\_\_\_, 2019 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

---

Andrew J. Zarutskie, Town Clerk  
Town of Newburgh

**THIRD PARTY LEASE AND SERVICE AGREEMENT**  
**FOR CAPITAL EQUIPMENT**

**THIS THIRD PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT** ("Agreement") is made this 15th day of February, 2019, by and between **COUNTY OF ORANGE**, a municipal corporation having offices at 255 Main Street, Goshen, New York 10924, by and through its Department of Planning ("County") and **TOWN OF NEWBURGH**, a municipal corporation having offices at 1496 Route 300, Newburgh, New York 12550 ("Carrier"). The County and the Carrier are each individually referred to in this Agreement as a "Party" and collectively referred to as are the "Parties."

**WHEREAS**, Sections 5339 of Chapter 53 of Title 49, United States Code ("U.S.C.") provides for the payment of Federal financial assistance for public transportation services in urbanized areas through a formula grant program administered by the Federal Transit Administration ("FTA") an operating administration within the United States Department of Transportation ("Federal Transit Funding"); and

**WHEREAS**, the State of New York ("State") provides certain matching funds for capital assistance projects pursuant to Article 13 of the State Transportation Law and such funds are administered by the State Department of Transportation ("State Transit Funding" and together with the Federal Transit Funding, collectively, the "Transit Funding"); and

**WHEREAS**, the County is a recipient of the Transit Funding under certain written grant agreements between the County and the FTA, and the County and the State, which Transit Funding is used by the County to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in one or more project applications submitted to, and approved by, the FTA and State Commissioner of Transportation or his duly authorized representative ("State Commissioner") in accordance with 49 U.S.C. 53 and Article 13 of the State Transportation Law;

**WHEREAS**, in accordance with the Project Application incorporated into this Agreement pursuant to Section 3(b)(i) of this Agreement ("Project Application"), the County applied for and was granted Transit Funding to be used to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in Appendix C to this Agreement (collectively, the "Capital Equipment"); and

**WHEREAS**, in accordance with the Project Application, the County wishes to grant a leasehold interest in the Capital Equipment to the Carrier, and the Carrier wishes to accept a leasehold interest in the Capital Equipment as a subrecipient of the Transit Funding through the County subject to the terms and conditions set forth in this Agreement including the condition that the Capital Equipment be used by the Carrier for the sole purpose of operating public mass transportation service, which service must be at all times open to the general public and operated on an equal opportunity basis ("Public Transit Service") for a period of time equal to the useful life of the Capital Equipment ("Service Period").

**NOW, THEREFORE,** in consideration of the mutual covenants set forth in this Agreement, the County and the Carrier agree as follows:

1. **Recitals.** The Parties incorporate the foregoing recitals as a material portion of this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to lease the Capital Equipment to the Carrier to be used by the Carrier to provide Public Transit Service during the Service Period on the terms, conditions, and mutual understandings set forth in this Agreement.
3. **Documents Forming this Agreement.**
  - a. **Attached Documents.** This Agreement consists of this document and the following listed attachments:
    - i. Appendix A-1- Federal Required Clauses
    - ii. Appendix A-2 - State Required Clauses
    - iii. Appendix A-2 - Supplemental Title VI Provisions
    - iv. Appendix B - Iran Divestment Act
    - v. Appendix C - Identification of the Capital Equipment and Identification of the Service Period
    - vi. Appendix D - County's Authorizing Resolution
    - vii. Appendix E - Disposition of Equipment
  - b. **Incorporated Documents.** This Agreement also consists of the following documents, each of which are incorporated into, and made a part of this Agreement, by reference:
    - i. Project Application;
    - ii. Agreement Between County and FTA (Federal Grant No. NY-2017-024-00) ("County's Federal Grant Funding Agreement"); and
    - iii. Agreement between County and the State (State Contract No. K007233) ("County's State Grant Funding Agreement").
  - c. **Conflicts.** In the event of any conflict or inconsistency between the terms and conditions of the main body of this Agreement and any document listed in Sections 3(a) and (b) above, the conflict will be resolved by giving precedence to the following documents in the following order with the earlier listed controlling over the latter:
    - i. Federal Required Clauses unless any requirement, term, provision or condition of the Federal Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
    - ii. State Standard Clauses unless any requirement, term, provision or condition of the State Required Clauses is less stringent than those set forth in the

documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;

- iii. Supplemental Title VI Provisions unless any requirement, term, provision or condition of the Supplemental Title VI Provisions is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
- iv. County's Federal Grant Funding Agreement;
- v. the Project Application;
- vi. County's State Grant Funding Agreement;
- vii. the main body of this Agreement;
- viii. Appendix C to this Agreement; and
- ix. Appendix E to this Agreement.

d. Compliance. The Carrier agrees to comply with:

- i. all applicable terms and conditions contained in the documents listed in Section 3(c) above; and
- ii. all laws, ordinances, rules, regulations, conditions, requirements, guidance, project supporting information and assurances applicable during the Service Period, including without limitation:
  - 1. Chapter 53 of Title 49, U.S.C, and the regulations promulgated thereunder and codified at 49 Code of Federal Regulations ("C.F.R.") Part 601 et seq.; and
  - 2. Article 13 of State Transportation Law and the regulations promulgated thereunder and codified at Title 17 New York Codes, Rules and Regulations,as each may be amended from time to time during the term of this Agreement (collectively, "Applicable Laws").

4. Grant of Leasehold Interest In, and Use of, the Capital Equipment.

a. Grant of Leasehold Interest. For the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the County hereby grants to Carrier a leasehold interest in the Capital Equipment and the Carrier hereby accepts the leasehold interest in the Capital Equipment for the sole purpose of providing Public Transit Service during the Service Period on the terms and conditions set forth in this Agreement.

b. Use of the Capital Equipment.

- i. Capital Equipment Must Only be Used for Public Transit Service. The Carrier acknowledges and agrees that the Capital Equipment leased from the County in accordance with this Agreement will only be used to provide Public Transit Service as a condition of the Transit Funding and the

Applicable Laws. The Carrier acknowledges and agrees that "Public Transit Service" is transit service that is always open to the general public and operates on an equal opportunity basis as described in the Project Application.

1. No Charter Service. The Carrier acknowledges that use of the Capital Equipment to provide charter or sightseeing transportation service is prohibited under the Transit Funding pursuant to 49 U.S.C 5323(d) and 49 C.F.R. 604(c). Pursuant to 49 C.F.R. 604(c) "charter service" means:

a. Transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:

- i. A third party pays the transit provider a negotiated price for the group;
- ii. Any fares charged to individual members of the group are collected by a third party;
- iii. The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
- iv. A third party determines the origin and destination of the trip as well as scheduling; or

b. Transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration and:

- i. A premium fare is charged that is greater than the usual or customary fixed route fare; or
- ii. The service is paid for in whole or in part by a third party.

2. No Personal Use of the Capital Equipment. The Capital Equipment must not, at any time, be used for the personal transportation or the private purposes of the employees, agents, representatives, clients, or associates of the Carrier.

ii. Violations. Violations of the restrictions set forth in this Section 4 is cause for the immediate termination of this Agreement by the FTA, the State Commissioner or the County.

c. Reporting Regarding the Use of the Capital Equipment.

i. Duty to Keep Records. The Carrier shall keep accurate records regarding the use of the Capital Equipment and shall submit to the County such information or reports as the County, the FTA or the State may from time to time request in connection with the Capital Equipment.



- ii. Reports of Non-Public Transit Service. In the event that the Carrier uses the Capital Equipment in violation of this Section 4 or any of the Applicable Laws, the Carrier shall keep a record of each instance as an instance of use of the Capital Equipment in non-Public Transit Service, and the vehicle-miles incurred by the Capital Equipment for each such instance, and submit a report detailing these instances to the County and the State Department of Transportation on a quarterly basis, for any calendar quarter during which such instances have occurred.
      - d. Notification of Changes in the Public Transit Service. The Carrier shall notify the County in writing in advance of any substantial proposed changes in Public Transit Service prior to any such changes. For the purposes of this Section 4(d), the terms "changes in Public Transit Service" includes, but is not limited to scheduling, operating hours, routes, timetables, marketing, equipment, fares, and passenger terminals and facilities.
5. Maintenance of the Capital Equipment. The Carrier agrees to keep and maintain the Capital Equipment at a high level of cleanliness, safety and mechanical soundness, and garage or store the Capital Equipment in a secure manner. The Carrier agrees to properly maintain the Capital Equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such Capital Equipment. Besides this normal maintenance, the Capital Equipment must be regularly inspected by trained maintenance personnel and any problems uncovered through such inspection must be corrected in a reasonable time. Components of the Capital Equipment must be tested regularly and kept in good working order. In addition, the Carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the County may from time to time require including, but not limited to, the transit asset management requirements set forth in 49 C.F.R 625, as may be amended from time to time during the term of this Agreement.
6. Disposition of the Capital Equipment. Upon the completion of the Service Period or the earlier termination of this Agreement, the Capital Equipment must be disposed of in the manner provided for in Appendix E to this Agreement.
7. Contracts of the Carrier. The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor carrier with respect to its rights and responsibilities under this Agreement without the prior written approval of the County, the FTA, and the State Commissioner. The County, the FTA, and the State Commissioner will require the inclusion in any such contract, amendment, or document with any successor carrier of such terms and conditions as each of them may deem necessary or desirable to further the purpose of this Agreement as a prerequisite to their respective approval. Such terms and conditions will include provision for the successor carrier's compliance with all Applicable Laws, the Project Application, the County's Federal Grant Funding Agreement, and the County's State Grant Funding Agreement.

8. **Termination or Suspension.** If the Carrier, before the expiration of the Service Period, discontinues the Public Transit Service or if, for any reason, the commencement, prosecution, or timely completion of the Public Transit Service by the Carrier is rendered improbable, impossible, illegal, or if, the County in its sole opinion deems the Carrier or the operation of the Public Transit Service in violation of the terms and conditions of this Agreement, the County, may by written notice to the Carrier, terminate any or all of the Carrier's obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected. Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any of the following:
  - a. termination or suspension of the use of the Capital Equipment and such other action as the County deems necessary;
  - b. furnishing a status report on the physical condition of the Capital Equipment; and/or
  - c. furnishing an estimate of the current fair market value of the Capital Equipment.
9. **Records and Documentation.** The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the expiration of the Service Period or the earlier termination of this Agreement and, upon request, shall make the same available to the County, the FTA or the State Commissioner or their respective designees for audit, inspection, and copying.
10. **Carrier Authorization Under Applicable Law.** In the event that any approval, permit, action, proceeding, or authorization is required by applicable law, ordinance, rule, or regulation to enable the Carrier to enter into this Agreement, or to undertake the Public Transit Service, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and expeditiously complete such action as is so required.
11. **Carrier Liability.** The Carrier will be responsible for any and all damage to life and property due to activities of the Carrier, its contractors, subcontractors, agents, or employees in connection with the use of the Capital Equipment leased from the County pursuant to this Agreement and the use of the Capital Equipment to provide the Public Transit Service. The Carrier shall indemnify and hold harmless the County, the FTA, the State and their respective officials, employees, and agents from any and all claims, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents, or employees, relating to the use of the Capital Equipment. The Carrier, in performing the Public Transit Service is an independent contractor and not an employee or agent of the County.
12. **Insurance.** The Carrier agrees to procure and maintain during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 12,

with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the State Department of Transportation, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of service in which the Carrier Equipment will be utilized. Except for workers' compensation and disability insurance, the Carrier shall name the County and the State as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 12. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Capital Equipment and annually thereafter, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that it has complied with this Section 12, which certificate(s) must provide that the policies will not be changed or cancelled until thirty (30) days written notice has been given to the County. The kinds and amounts of insurance are as follows:

- a. Workers' Liability Insurance. The Carrier shall maintain, at all times, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- b. Disability. The Carrier shall maintain, at all times, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- c. Bodily Injury and Property Damage. The Carrier shall, at all times, maintain a policy or policies of bodily injury liability and property damage liability insurance in accordance with the applicable State laws and regulations covering the Carrier, the County, and the State, at adequate limits for the protection of all parties and subject to the approval of the County. Adequate coverage must consist of no less than \$5,000,000 combined single limit for bodily injury and property damage (broad form general liability coverage); adequate coverage must also consist of automobile liability coverage of no less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence. The Carrier may comply with this requirement by providing general and automobile liability coverage of \$1,000,000 each, plus umbrella or excess liability coverage of \$4,000,000 or more.
- d. Theft, Fire, and Collision Losses. The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the replacement cost of the Capital Equipment, in the event of theft, damage, or complete loss from fire or collision. The collision insurance must not contain a deductible provision greater than ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). The Carrier agrees to deliver to the County, the FTA's, the State's, and the County's share of the

proceeds of any settlement on theft, fire, and/or collision losses, pro-rated on the basis of each entity's percentage of contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement.

- e. Required Clauses. Each policy of insurance must contain clauses to the effect that (i) such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it must not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County's Risk Management Division and the County's Commissioner of the Planning Department and the County will have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Carrier.
- f. Requirements if Such Insurance Is Not Written on a Per Occurrence Basis. To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:
  - i. Policy retroactive dates coincide with or precede the Carrier's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
  - ii. If the insurance is terminated for any reason and/or for at least three (3) years following the end of the Service Period, the Carrier will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination.
  - iii. Immediate notice must be given to the County's Commissioner of the Planning Department and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to this Agreement or the Capital Equipment.

13. Inspections. During the term of this Agreement, the Carrier shall permit and require its subcontractors to permit the County Executive, as the Chief Executive Officer of the County, the State Commissioner, the State Comptroller, the Secretary of the United States Department of Transportation, and Comptroller General of the United States, or their respective authorized representatives, at any time during the normal business hours of the Carrier, to inspect the condition of the Capital Equipment and the operation of the Capital Equipment in Public Transit Service and to inspect all data, records, and accounts maintained by the Carrier that are required pursuant to this Agreement or the Applicable Laws.

14. **Term of Agreement.** Subject to earlier termination in the manner provided for in Section 8 of this Agreement, the term of this Agreement will be the entire Service Period specified in Appendix C to this Agreement.
15. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
16. **Sexual Harassment Certification.** Pursuant to the State Finance Law §139-1, by execution of this Agreement, the Carrier and the individual signing this Agreement on behalf of the Carrier certifies, under penalty of perjury, that the Carrier has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy must, at a minimum, meet the requirements of Section 201-g of the State Labor Law. A model policy and training has been created by the State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

<https://www.orangecounty.gov/1137/Human-Resources>

17. **Executory Clause.** The County shall have no liability under this Agreement to the Carrier or anyone else beyond funds appropriated and available for this Agreement.
18. **Independent Contractor.** In accepting the Capital Equipment as a subrecipient of the County under the Transit Funding and on the condition of such Transit Funding that the Capital Equipment only be used by the Carrier to operate Public Transit Service, the Carrier shall operate as, and have the status of, an independent contractor and shall not act as an agent, or be an agent, of the County. In accordance with such status as an independent contractor, the Carrier covenants and agrees that neither it or its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or any department, agency, or unit of the County, by reason of this Agreement, and that it will not, by reason of this Agreement, make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.
19. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, will not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach or omission.


- 20. **Amendments.** Any modification of this Agreement must be in writing and executed by the Parties.
- 21. **Governing Law.** This Agreement is governed by the laws of the State.
- 22. **Arbitration and Venue.** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
- 23. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof.
- 24. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the County and the Carrier have executed this Agreement by and through their respective authorized representatives effective the day and year first above written.

**COUNTY OF ORANGE**

**BY:** \_\_\_\_\_  
 Stefan ("Steven") M. Neuhaus  
 County Executive


**CARRIER**

**BY:**   
 NAME: GILBERT PAQUADIO  
 TITLE: supervisor

**ACKNOWLEDGMENTS**

STATE OF New York )  
 ) SS:  
COUNTY OF Orange )

On this 22<sup>nd</sup> day of February, in the year 2019, before me personally came Gilbert Piaquadio to me known, who, being by me duly sworn, did depose and say that he/she resides in Town of Newburgh; that he/she is the Town Supervisor of the Town of Newburgh, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Town Board, and that he/she signed his/her/ name there to by like order.

  
Notary Public

CHARLENE M. BLACK  
Notary Public, State of New York  
No. 01BL6149416  
Qualified in Orange County  
Commission Expires July 10, 2022

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

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, N.Y., that he is the \_\_\_\_\_ of the County of Orange, the municipal corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Orange County Legislature, and that he signed his name to by like order.

\_\_\_\_\_  
Notary Public

# **APPENDIX A-1**

## **Federal Standard Clauses**



## **APPENDIX A-2**

### **New York State Standard Clauses**

**APPENDIX A-3**

**Supplemental Title VI Provisions**

## **APPENDIX E**

### **Disposition of Equipment**

No part of the Capital Equipment will be sold, rendered unusable, or relinquished without the express prior written approval of the County, the FTA, the State Commissioner, and State Comptroller. If any Capital Equipment, or portion of such Capital Equipment, is so sold, other than for their replacement in Public Transit Service with like facilities or equipment, (i) the County's, the FTA's, and the State's share of the proceeds from such sale will be delivered by Carrier to County on a pro-rated basis equal to each entity's percentage contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement; and (ii) any disposition of the Capital Equipment must conform with 49 C.F.R 18, which regulations are hereby incorporated into and made a part of this Appendix E to the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2019

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

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

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Shannon O'Keefe Clearwater	
	<b>PHONE (A/C, No, Ext):</b> 315-451-1500	<b>FAX (A/C, No):</b> 315362-5759
<b>E-MAIL ADDRESS:</b> sokeefeclearwater@haylor.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Company		25658
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** NEWBURGH TO  
 Town of Newburgh  
 1496 Rt 300  
 Newburgh NY 12550

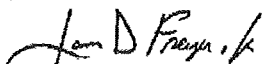
**COVERAGES**                      **CERTIFICATE NUMBER:** 202395004                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ZLP71M8198317	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H8102C413415IND17	7/1/2018	7/1/2019	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP31M8275517PB	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Public Entities Xtend Endorsement Form CGD480 (Blanket Additional Insured as required by written contract)

Regarding Dial a Bus contract

<b>CERTIFICATE HOLDER</b>  The County of Orange 255 Main Street Goshen NY 10924	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

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

<b>1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)</b>  Town of Newburgh 1496 Route 300 Newburgh, NY 12550	<b>1d. Corporate Contact Name of Business referenced in box "1a"</b> Business Telephone Number of Business referenced in box "1a"  Gilbert Paquadio 845-564-4552  <b>1e. NYS Unemployment Insurance Employer Registration Number of business referenced in box "1a"</b>
<b>1b. Effective Date of Membership in the Group</b> 4/1/2015	
<b>1c. The Proprietor, Partners, or Executive Officers are</b> <input checked="" type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	<b>1f. Federal Employer Identification Number of Business referenced in Box "1a".</b>  146002330
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)</b> County of Orange c/o Office of the Aging 18 Seward Ave Middletown, NY 10940  RE: Proof of Workers' Compensation Coverage;	<b>3. Name and Address of Group Self-Insurer</b>  Public Employer Risk Management Association PO Box 12250 Albany, NY 12212-2250

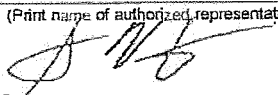
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force.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

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

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

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

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

Certified by:  04/01/2018  
Signature Date

Title: President

Telephone Number: 1-888-737-6269

## WORKERS COMPENSATION LAW

### Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

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

**Please Note:** This Certificate is valid only through the policy dates indicated above, OR, a maximum of one year after this form is approved by the authorized representatives of the Group Self-Insurer. At the expiration of those dates, if the business continues to be named on a permit or contract issued by the above government entity, the business must provide that government entity with a new Certificate. The business must also provide a new Certificate upon notice of cancellation or change in status of the policy.

GSI-105.2 (2-02) Reverse



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE**  
**DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>TOWN OF NEWBURGH          1496 ROUTE 300          NEWBURGH, NY 12550</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>845-566-7785</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>146002330</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Orange          c/o Office of Aging          18 Seward Ave          Middletown, NY 10940</p>	<p>3a Name of Insurance Carrier</p> <p>HARTFORD LIFE AND ACCIDENT</p> <p>3b Policy Number of Entity Listed in Box "1a"</p> <p>LNY601614</p> <p>3c Policy effective period</p> <p>10-01-2018 to 09-30-2019</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.

B. Disability benefits only.

C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 10-30-2018 *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)**

**State of New York**  
**Workers' Compensation Board**

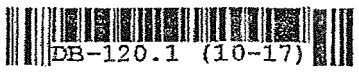
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

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



At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_ day of April, 2019 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION ESTABLISHING THE WATER RATES OF THE STEWART ANG BASE WATER DISTRICT EFFECTIVE JANUARY 1, 2019

Councilman\Councilwoman \_\_\_\_\_ presented the following resolution which was seconded by Councilman\Councilwoman \_\_\_\_\_.

**WHEREAS**, the Town Board desires to establish the water rates for the Stewart ANG Base Water District effective January 1, 2019 pursuant to Town Law Section 198.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that this Town Board of the Town of Newburgh does hereby establish the water rate to be charged to the consumer(s) of the Stewart ANG Base Water District of the Town at a usage charge in dollars per 1,000 gallons (\$/1000 gal) of water consumed as set forth hereinafter beginning January 1, 2019 and orders that such water rate be entered in full in the minutes of the proceedings of this Town Board as follows:

(\$/ 1000 gallons) \$13.85

and;

**BE IT FURTHER RESOLVED**, that unpaid water charges to the consumer(s) of the Stewart ANG Base Water District in arrears for thirty days or longer shall be subject to a penalty of ten percent of the amount due.

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

Elizabeth J. Greene, Councilwoman voting \_\_\_\_\_

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

James E. Presutti, Councilman voting \_\_\_\_\_

Scott M. Manley, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.



**April 8<sup>th</sup> Town Board Meeting**

**Motion to adopt and sign this Municipal Cooperation Resolution and Registration Packet then subsequently invest a \$1 million portion of its available investment funds into NYCLASS.**

A handwritten signature, possibly reading "J. L.", is enclosed within a hand-drawn oval. The signature is written in black ink on a white background.

At a meeting of the Town Board of the  
Town of Newburgh, held at the Town Hall  
1496 Route 300, in the Town of Newburgh,  
Orange County, New York on the \_\_\_\_ day of  
April, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth Greene, Councilwoman

Paul Ruggiero, Councilman

James Presutti, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING MUNICIPAL  
COOPERATION (NYCLASS) AGREEMENT

Councilman\Councilwoman \_\_\_\_\_ presented the following resolution which was  
seconded by Councilman\Councilwoman \_\_\_\_\_.

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

WHEREAS, the Town of Newburgh wishes to invest portions of its available investment  
funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal  
Cooperation Agreement Amended and Restated as of March 14, 2014; and

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

NOW, THEREFORE, BE IT RESOLVED that the Supervisor is hereby authorized to execute  
and deliver the Cooperative Investment Agreement in the name of and on behalf of the Town of  
Newburgh.

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

Elizabeth Greene, Councilwoman voting \_\_\_\_\_

Paul Ruggiero, Councilman voting \_\_\_\_\_

James Presutti, Councilman voting \_\_\_\_\_

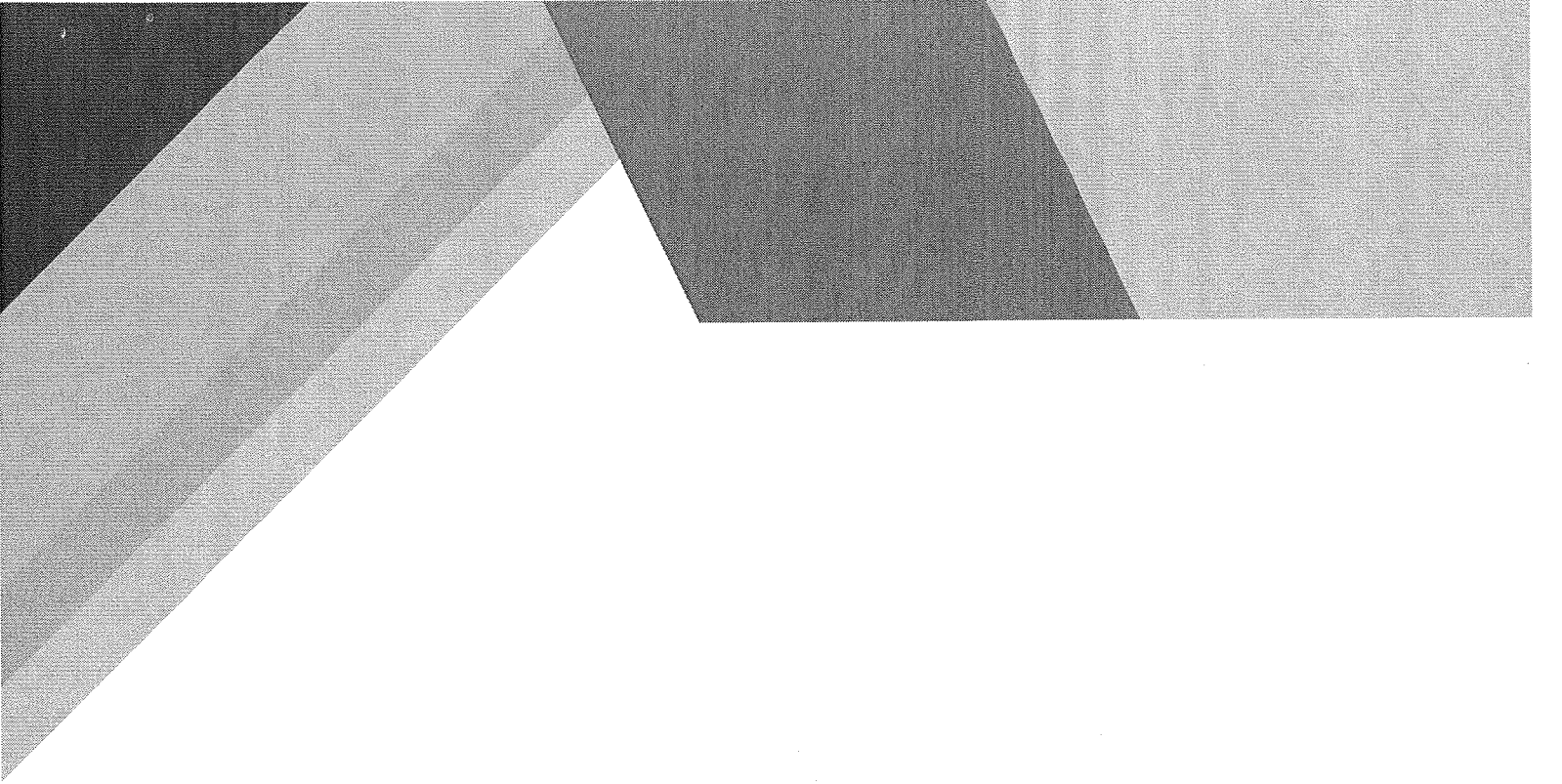
Scott M. Manley, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

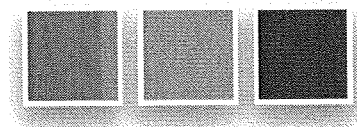
\_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

\_\_\_\_\_  
Date



# NYCLASS<sup>®</sup>

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**Registration Packet**



## Welcome to NYCLASS

We believe you have made a sound financial decision in choosing New York Cooperative Liquid Assets Securities System (NYCLASS). We look forward to being your trusted provider and are excited to connect with you to make your investment process a positive, easy experience.

This packet contains all the materials necessary to set up your NYCLASS account(s). If you have any questions about the registration process or about your NYCLASS account(s), please do not hesitate to contact us. The NYCLASS Client Service team can be reached any business day from 8:00 a.m. to 5:00 p.m. ET by phone at (855) 804-9980 or by email at [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org).

Thank you for choosing NYCLASS!

Sincerely,

The NYCLASS Governing Board

## Joining NYCLASS

To join the NYCLASS program, Participants must approve the NYCLASS Municipal Cooperation Agreement by a majority vote of their governing body. Once the Lead Participant has received and, through the Program Administrator, processed the fully executed Municipal Cooperation Agreement and Authorizing Resolution, the Custodian will be notified and participation can begin.

A representative of the Program Administrator will then assist the new Participant to establish account access and inform them of the program's contribution, withdrawal, and transfer procedures. The Administrator will also provide bank instructions and answer any additional questions.

Through the NYCLASS website, [www.newyorkclass.org](http://www.newyorkclass.org), Participants will be regularly informed of important program information, holidays, upcoming Board and Participant meetings, conferences, and events. Governing Board meetings are generally held quarterly, are open to the public, and discuss the relevant issues to the governance and operations of the NYCLASS program.

## Registration Procedures

**To join NYCLASS, please complete the following:**

- 1) Read the Municipal Cooperation Agreement (a copy can be found in the Document Center at [www.newyorkclass.org](http://www.newyorkclass.org)).
- 2) Pass the resolution authorizing participation in NYCLASS (page 4).
- 3) Complete the Entity Registration (page 5).
- 4) Complete the Authorized Contacts Form (pages 6/7).
- 5) Complete the Account to be Established Form; you may open as many accounts as you wish (page 8).
- 6) Keep the original forms for your records and send the completed packet to the NYCLASS Client Service team by fax (855) 804-9981 or by email [clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org).

**Questions? Please contact us; we would love to hear from you:**

NYCLASS Client Service Team  
T (855) 804-9980  
[clientservices@newyorkclass.org](mailto:clientservices@newyorkclass.org)

## Municipal Cooperation Resolution

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

WHEREAS the \_\_\_\_\_ (entity name) wishes to invest portions of its available investments funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014;

WHEREAS the \_\_\_\_\_ (entity name) wishes to assure the safety and liquidity of its funds;

Now, therefore, it is hereby resolved as follows:

That \_\_\_\_\_ (key contact name) is hereby authorized to execute and deliver the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014 in the name of and on behalf of \_\_\_\_\_ (entity name).

\_\_\_\_\_  
Key Contact Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### Fund Registration

#### Entity Information

Entity Name (Participant) \_\_\_\_\_

Entity Type:     City/Town/Village     County     School District     Fire District  
 Other (Specify) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

Tax ID \_\_\_\_\_ Fiscal Year End Date (Month/Day) \_\_\_\_\_

NYCLASS is hereby authorized to honor any telephoned, faxed, or electronic request believed to be authentic for withdrawal of funds from the pool. The withdrawal proceeds can be sent only to the bank(s) indicated below unless changed by written instructions. Each local government is responsible for notifying the pool of any changes to its account.

#### Banking Information

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire     ACH     Both

#### Additional Banking Information (Optional)

Bank Name \_\_\_\_\_ Bank Routing Number (ABA) \_\_\_\_\_

Account Title \_\_\_\_\_ Account Number \_\_\_\_\_

Bank Contact \_\_\_\_\_ Contact's Phone Number \_\_\_\_\_

Wire     ACH     Both



## Authorized Contacts

### Key Contact and Authorized Signer

Mr.  Ms. \_\_\_\_\_  
Print First and Last Name

\_\_\_\_\_ Title

\_\_\_\_\_ Signature Required

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

\_\_\_\_\_ Fax

### Email Notifications

Monthly Statements

Transaction Confirmations

### Online Account

Online User Access

### Additional Contact (Optional)

Mr.  Ms. \_\_\_\_\_  
Print First and Last Name

\_\_\_\_\_ Title

\_\_\_\_\_ \*(Signature Required if Authorized Signer)

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

\_\_\_\_\_ Fax

### Permissions (must check one)

Authorized Signer to Move Funds\*

Read-Only Access

### Email Notifications

Monthly Statements

Transaction Confirmations

### Online Account

Online User Access

### Additional Contact (Optional)

Mr.  Ms. \_\_\_\_\_  
Print First and Last Name

\_\_\_\_\_ Title

\_\_\_\_\_ \*(Signature Required if Authorized Signer)

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

\_\_\_\_\_ Fax

### Permissions (must check one)

Authorized Signer to Move Funds\*

Read-Only Access

### Email Notifications

Monthly Statements

Transaction Confirmations

### Online Account

Online User Access

## Authorized Contacts (cont.)

### Additional Contact (Optional)

Mr.  Ms. \_\_\_\_\_  
Print First and Last Name

\_\_\_\_\_ Title

\_\_\_\_\_  
\*(Signature Required if Authorized Signer)

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

\_\_\_\_\_ Fax

#### Permissions (must check one)

- Authorized Signer to Move Funds\*  
 Read-Only Access

#### Email Notifications

- Monthly Statements  
 Transaction Confirmations

#### Online Account

- Online User Access

### Additional Contact (Optional)

Mr.  Ms. \_\_\_\_\_  
Print First and Last Name

\_\_\_\_\_ Title

\_\_\_\_\_  
\*(Signature Required if Authorized Signer)

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

\_\_\_\_\_ Fax

#### Permissions (must check one)

- Authorized Signer to Move Funds\*  
 Read-Only Access

#### Email Notifications

- Monthly Statements  
 Transaction Confirmations

#### Online Account

- Online User Access

### Additional Contact (Optional)

Mr.  Ms. \_\_\_\_\_  
Print First and Last Name

\_\_\_\_\_ Title

\_\_\_\_\_  
\*(Signature Required if Authorized Signer)

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

\_\_\_\_\_ Fax

#### Permissions (must check one)

- Authorized Signer to Move Funds\*  
 Read-Only Access

#### Email Notifications

- Monthly Statements  
 Transaction Confirmations

#### Online Account

- Online User Access

**Accounts to be Established**

Entity Name: \_\_\_\_\_

Desired Subaccount Name(s)\*:  
(To be completed by Participant)

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\*Name must be limited to 30 characters.

How did you hear about NYCLASS?

NYCLASS Representative: \_\_\_\_\_

Referral by: \_\_\_\_\_

NYCLASS Website

Email

Google Search

Other: \_\_\_\_\_

## Municipal Cooperation Resolution

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

WHEREAS, the \_\_\_\_\_ (entity name) wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014;

WHEREAS, the \_\_\_\_\_ (entity name) wishes to assure the safety and liquidity of its funds;

Now, therefore, it is hereby resolved as follows:

That \_\_\_\_\_ (key contact name) is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of \_\_\_\_\_ (entity name).

\_\_\_\_\_  
Signature of Key Contact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**To: Gil Piaquadio**

**From: Joseph Pedi**

**Date: April 3, 2019**

**Subject: Change of Signatories for Town of Newburgh Checking  
Account for Orange County Trust Company**

**I am requesting a change in the signatories for the Town of Newburgh  
checking account from Andrew J. Zarutskie to Joseph P. Pedi and  
Lisa M. Ayers.**

**Sincerely,**

**Joseph Pedi**

April 3, 2019 Town Board Meeting

Upon recommendation from Cathy Drobny I am looking for a motion to hire  
ESAC Appraisers for an appraisal on the Newburgh Mall property at a cost not  
exceed \$ 5000.00

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

**To: Gil Piaquadio**

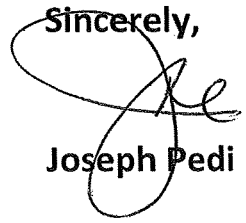
**From: Joseph Pedi**

**Date: April 3, 2019**

**Subject: Change of Signatories for Town of Newburgh Checking  
Account with Orange County Trust Company**

**I am requesting a change in the signatories for the Town of Newburgh  
checking account from Andrew J. Zarutskie to Joseph P. Pedi and  
Lisa M. Ayers.**

**Sincerely,**

A handwritten signature in black ink, appearing to read 'JP', is written over the word 'Sincerely,'.

**Joseph Pedi**



April 3<sup>rd</sup> 2019 Town Board Meeting

Upon recommendation of Cathy Drobny I am looking for a motion to authorize the hiring of ESAC Appraisers for an appraisal on the Newburgh Mall property at a cost not to exceed \$ 5000.00 in connection with the pending tax certiorari litigation

A handwritten signature, possibly "Kil", is enclosed within a hand-drawn oval shape.

April 3, 2019 Town Board Meeting

I am looking for a motion to authorize a \$ 2000.00 retainer for LAJ Management Services for grant writing

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is stylized and appears to consist of the letters 'G' and 'L'.

# TOWN OF NEWBURGH

1496 Route 300  
Newburgh, New York 12550  
(845) 564-5220

## H02880

DO NOT WRITE IN THIS BOX

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

LAI MANAGEMENT SOLUTIONS  
P.O. BOX 74  
WAPPINGERS FALLS NY 12590

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

TERMS Net 30 Days

Invoice # \_\_\_\_\_

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
3/18/2019		Replenish Grant Writing retainer INVOICE OF hours attached From July 2018 - MARCH 11, 2019		2000.00
<b>TOTAL</b>				<b>2000.00</b>

### CLAIMANT'S CERTIFICATION

I, LOU JIAUH certify that the above account in the amount of \$ 2000.00 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.

3/18/2019  
DATE

Lou Jiauh  
SIGNATURE

Principal  
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.

[Signature]

Date

Authorized Official

### APPROVAL FOR PAYMENT

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

[Signature]

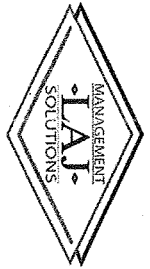
Date

Auditing Board



**LAJ Management Solutions**  
 PO Box 74  
 Wappingers Falls NY 12590  
 845-234-2345

Day	Date	Hours	Notes
Mon	6/18/2018	0.50	3 emails DOT, 1 phone call M.S. DOT GWFH
Thu	6/21/2018	0.25	Frank - GWFH 2 calls
Fri	6/22/2018	0.25	Frank - GWFH email, phone
Thu	6/28/2018	0.33	correspondence to Congress Maloney
Sun	7/1/2018	0.17	emails project list / sort out projects for grants allocation
Wed	7/11/2018	0.25	calls to EFC & USDA grant submission details
Mon	7/16/2018	0.17	EFC call regarding deadlines and SEQDR requirements
Wed	7/18/2018	0.25	Grants-Gov - match grant with projects - phone call
Mon	7/23/2018	0.75	set up Ton with USDA and sync contact information
Wed	7/25/2018	0.50	grant search for salt shed/infrastructure/traffic safety
Tue	7/31/2018	0.33	call from Orange Co. Gov requirements/ deadlines for Shared Municipal grant program
Fri	8/10/2018	1.50	worked with SW re: IUP for Ton - emailed re: IUP -
Mon	8/13/2018	0.17	email to Camo Pollution
Wed	8/15/2018	0.50	calls to Jeff Guido / email Camo re: project priority
Thu	8/16/2018	0.50	call Camo for background on projects & Jerry Caufield re: fire investigation vehicle
Fri	8/17/2018	0.17	follow up with J. Canfield - email
Mon	8/20/2018	0.17	J. Canfield email regrant opportunity vehicle
Wed	8/22/2018	0.25	email break down on priority projects with Camo
Thu	8/23/2018	0.17	USDA follow up
Sat	8/25/2018	0.17	call Orange County grant company
Tue	8/28/2018	0.17	email Ton with follow up the DEC
Mon	9/10/2018	0.25	1 call & email to Senator Larkin's aid re: infrastructure grants
Tue	9/11/2018	0.25	3 emails & 1 call to Congressman Maloney's office re: grant for safety & infrastructure
Wed	9/12/2018	0.17	J. Canfield -email key items vehicle NYS Bid
Thu	9/13/2018	0.17	Orange County municipal grant progra J.T. / messenger
Tue	9/18/2018	0.75	Call with Congressman Maloney's office re: grant opportunities & support letters
Wed	9/19/2018	0.33	3 emails from Cong Maloney's office B.T. regarding needs/projects and current grants
Thu	9/20/2018	0.75	
Sat	9/22/2018	0.25	J. Canfield - 2 phone calls & 1 email vehicle specs
Fri	9/28/2018	0.33	B.T Congressman Maloney email re: FEMA grants (3) -N/C email recap J. Canfield / very quick
Sat	9/29/2018	0.17	B.T Congressman Maloney phone call re: FEMA support letters /AFG
Tue	10/2/2018	0.33	B.T. Congressman Maloney emails (2x) AFG / FEMA
Mon	10/8/2018	0.50	J.D. Senator Larkins (3x-email)
Tue	10/9/2018	0.17	phone call J.D. Sen Larkin



**LAJ Management Solutions**  
 PO Box 74  
 Wappingers Falls NY 12590  
 845-234-2345

Thu	10/11/2018	0.33	B. T. Congressman Maloney (3x email) re: DOT / Light study
Fri	10/12/2018	0.17	B. T. Congressman Maloney (email) re: safety operations /photos GWFH
Mon	10/15/2018	0.33	(2x) email ToN / engineer / Manley re: descriptions projects
Tue	10/16/2018	1.25	initiate SAM.Gov
Wed	10/17/2018	0.75	set up with DUNS / Profile /IUP
Fri	10/19/2018	-	follow up email engineer ToN - n/c
Mon	10/22/2018	0.33	email DOT M.S./L.Z. & phone call M.S. GWFH / Safety Grant costs
Tue	10/23/2018	-	n/c quick email DOT
Wed	10/24/2018	1.75	establish CAGE code SAM / R. Clum 4 calls/ M& T Bank/ 3 emails & 2x email DOT M.S. / L.Z. GWFH information traffic signal
Wed	10/31/2018	0.17	Email DOT L.Z. exchange GWFH Safety Grant cost
Fri	11/2/2018	0.17	Email DOT L.Z. exchange GWFH Safety Grant history of move
Tue	11/6/2018	0.17	J. Canfield re: SAM grant opportunity for request
Wed	11/7/2018	0.50	Sen. Larkin J.D. re: SAM grant fire vehicle / guidelines
Thu	11/8/2018	0.17	email re: CAGE Code SAM
Fri	11/9/2018	0.17	Sen. Larkin J.D. follow up on longevity of tools included in SAM Grant
Sat	11/10/2018	0.33	J. Canfield 1-phone call / 2 emails re: 2nd vehicle request
Tue	11/13/2018	0.17	J. Canfield all request compiled with State bids vehicles & tools
Wed	11/14/2018	1.50	draft grant request J. Downs / Sen. Larkin for SAM Grant
Thu	11/15/2018	-	n/c received notification via email - RECEIVED \$ 330,000 N. Fletcher grant paperwork to do
Fri	11/16/2018	0.33	initiated paperwork for Grant - North Fletcher
Sun	11/18/2018	0.25	POC response for SAM.gov emails
Mon	11/19/2018	-	n/c emails Supervisor re:award of grant
Tue	11/20/2018	0.33	emails engineer/Senator's office regarding completed paperwork & submission
Wed	12/12/2018	0.33	call to Senator Larkin office - Albany J. Downs re: SAM
Mon	12/17/2018	0.50	EFC 2-call regarding Water Quality Grant Programs
Fri	12/28/2018	0.33	call & email w/ J. Canfield re: tool - program request transfer
Tue	1/15/2019	0.50	draft letter of introduction /w - preliminary request / Sen.Skofuis for SAM Grant (Fire Investigation)
Mon	1/21/2019	0.33	DEC - Grant review & exchange for infrastructure funds for shared municipal DWS
Wed	1/23/2019	0.75	as per C. Rodriguez draft request letter & draft letter for consideration in new budget 2019
Wed	1/23/2019	1.00	2 calls w/C. Rodriguez - Sen Skofuis/Admin - re: 2 SAM grant requests - 1 new / 1 old( Fire)
Fri	1/25/2019	0.50	call with C. Rodriguez re: letter request and details on new funding from Senator - he will follow up
Mon	1/28/2019	0.17	call w/Congressman Maloney office re: any new funding opp for DOT & First Responders/traffic light GWFH
Tue	1/29/2019	0.17	quick call for zombie application grant - to set up webinar
Fri	2/1/2019	0.75	reviewed DOH DWSPP application



**LAJ Management Solutions**  
 PO Box 74  
 Wappingers Falls NY 12590  
 845-234-2345

Tue	2/5/2019	0.50	Contacted DOH re: criteria on application shared municipalities w/State water systems (DEC)
Thu	2/7/2019	1.00	Started draft of questions for Town re: requirements and specs of application
Fri	2/8/2019	2.50	reviewed 2014-2017 Town Consolidated water reports/resolution intermunicipal w/New Windsor
Sat	2/9/2019	N/C	several calls w/Scott (15 mins)
Sun	2/10/2019	1.00	Email Jim, Jeff, Scott w/questions for app. / review NYC DEC SWAP & called DOH
Mon	2/11/2019	0.33	n/c
Mon	2/11/2019	N/C	several texts & calls w/Scott - re: questions waiting (20mins)
Wed	2/13/2019	N/C	text w/ updating Scott still waiting advising him of deadline
Thu	2/14/2019	N/C	same with Scott & Paul calls & texts re: waiting on responses. (1hr) discussing info needed & deadline reminder
Fri	2/15/2019	2.00	Spk w/Jim/Paul/DOH - reviewed 2017 HDR report / 1987 report/finalized draft /submitted-met deadline
Thu	2/21/2019	0.75	LISC Q&A for Zombie Grant
Mon	2/25/2019	0.33	call w/Jerry re: employees / staffing for dept. Zombie
Thu	2/28/2019	1.00	calls / email w LISC, Jerry, Scott - application prep - Zombie
Fri	3/1/2019	1.33	application start, gather data & history of Zombie Grant
Tue	3/5/2019	2.50	task force conference call- questions/emails/application drafting
Wed	3/6/2019	3.00	drafting of narrative & start budget - Zombie
Thu	3/7/2019	3.50	drafting continues, excel spreadsheets- budget start workplan goals-ZOMBIE
Fri	3/8/2019	4.50	finish draft, format, finalize budget & finalize workplan goals by quarter - Submit ZOMBIE
<b>50.18 TOTAL HOURS</b>			

\$ 2,759.90 Retainer June 2018  
 \$ (2,000.00) Balance owed March 11, 2018  
 \$ 759.90