

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

TOWN BOARD PUBLIC MEETING AGENDA

**Monday, March 11, 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: Fireman Recognition**
- 6. APPROVAL OF AUDIT**
- 7. DEPARTMENT HEAD REPORTS**
- 8. ENGINEERING**
 - A. Chadwick Lake Dam Nuisance Animal Control
 - B. Town Drainage Districts Seasonal Grounds Maintenance
 - C. Surveyor
 - D. Anchorage Environmental Audit
- 9. WATER DEPARTMENT:**
 - A. Approval of Water Chemical Quotes
 - B. Approval of Alum Sludge Removal Quotes
 - C. Quotes for Soda Ash
- 10. RECREATION:**
 - A. Hiring of Seasonal Laborer
 - B. 2019 Bus Bid Opening
- 11. DATA PROCESSING:**
 - A. Purchase of Computer for Code Compliance
 - B. Hiring of a Computer Consultant
- 12. ANIMAL CONTROL: T-94 Withdrawal**
- 13. RESOLUTION: Senior Transportation**
- 14. POLICE DEPARTMENT:**
 - A. Transportation of a Vehicle
 - B. Hiring of Police Officers
- 15. PROSECUTOR: Vehicle and Traffic**
- 16. ANNOUNCEMENTS**
- 17. PUBLIC COMMENTS**
- 18. ADJOURNMENT**



**Providing Professional Humane Solutions to
Human Wildlife Conflicts**

Wildlife Busters® is a full service wildlife management company serving both commercial and residential property owners throughout Westchester, Rockland, Putnam, Dutchess, Orange and Ulster Counties in New York State. We handle all aspects of wildlife management and do so providing professional, humane and effective solutions to human wildlife conflicts. We have worked with many public facilities and property management companies including, but not limited to Spinnaker Property Management, River Management and Archway Properties. We have formed relationships and assist many local police departments in our service areas. Professional references are available upon request. Please visit our website at www.WildlifeBusters.com to view our testimonial section.

Wildlife Busters® was contacted by Robert J Petrillo from the Town of Newburgh, Recreation Department to inspect for woodchuck nuisances at the Chadwick Lake Water Filtration Plant, more specifically, areas surrounding the dam.

Common Nuisance Situations:

Typically a Woodchuck will have 1 to 4 burrows throughout their territory and the multiple burrows attract additional wildlife. If a competitor smells a fellow competitor they will be lured to the potential for food, water and or shelter. Who will you most likely see? Raccoons, skunks, foxes, opossums and other woodchucks. In fact, in some instances, woodchucks will co-domicile with skunks and a few other animals.

In addition, by allowing the nuisance wildlife to establish their territory, you will most likely be inviting generations of offspring onto your property season after season.

Health/Safety Concerns

Woodchucks commonly carry Mange, which can be transmitted to humans.

Description: The term "mange" applies to several skin diseases in mammals that are caused by microscopic burrowing mites. It's a contagious infestation that affects many species, including

**18 Gibbons Lane, New Paltz, NY
Toll free at 1-855-945-1212**

2. It's the clients' responsibility to notify Wildlife Busters® ASAP when wildlife is in the trap. We want to avoid any cruel and unnecessary harm to wildlife. _____ (Customer's Initials)
3. It's the responsibility of residential clients to notify Wildlife Busters® when planning to be away from home overnight.
4. It is the responsibility of commercial clients to inform Wildlife Busters® of your hours of operation.
5. Stolen or damaged traps are the client's responsibility. The client will be charged replacement costs

Disclaimer

The process (es) used in eradicating, evicting and controlling animal(s) subjects involves equipment that may be hazardous to human beings and animals. Therefore, Wildlife Busters® disclaims any responsibilities for any injuries or damage that may occur to any person(s) or animal(s) as a result of said trap(s) and / or equipment being used. Further the trap(s) themselves and any animal caught in said trap(s) may be hazardous to any person(s) or animal(s) that get too close to said trap(s) or animal(s). Therefore, the owner understands and agrees that Wildlife Busters® will not be responsible for any injuries to any person(s) or animal(s) or for any damages resulting from person(s) and animal(s) getting too close to the said trap(s) whether said trap(s), are empty or there are any animal(s) trapped therein.

The target animal(s) may cause damage to the premises or cause injuries to person(s), animal(s), or property prior to being captured, when captured or being released on the owner's property. It is possible that trapped animal(s) may escape from said trap(s). Any animal(s) caught in said trap(s) may damage or contaminate the area around or under the said trap(s). It is also possible that the animal(s) may escape while being removed from the premises by Wildlife Busters®. Therefore, the owner understands and agrees that Wildlife Busters® will not be responsible for any injuries to person(s), animal(s), or any damage to property caused by the said animal(s) while on the owner's premises.

**18 Gibbons Lane, New Paltz, NY
Toll free at 1-855-945-1212**

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Andrew J. Zarutskie, Town Clerk

FROM: James W. Osborne, Town Engineer

DATE: March 6, 2019

RE: SEASONAL GROUNDS MAINTENANCE
FOR TOWN STORMWATER FACILITIES

Based on the Town Board's approval to go out to bid for the above services, I am proposing the following schedule:

| | |
|--------------------|--|
| Advertise for Bids | Wednesday, March 13 (Mid-Hudson Times) |
| | Friday, March 15 (Orange County Post) |

| | |
|-----------|---------------------------|
| Open Bids | Friday, April 5 (2:00 PM) |
|-----------|---------------------------|

Attached for your use is the *Invitation to Bid* for the above. If you need an electronic copy, please see Irene.

If you have any questions or comments, or need to make any changes, please see me.

JWO/id

Attachment

cc: G. Piaquadio, Supervisor
Town Board
M. Hall, Hwy. Superintendent
R. Clum, Accountant

TOWN OF NEWBURGH
ORANGE COUNTY, NEW YORK

Invitation to Bid
For
Seasonal Grounds Maintenance
For Stormwater Management Facilities

The Town of Newburgh, New York invites bids from qualified vendors to furnish seasonal grounds maintenance services for Town owned stormwater management facilities during the period from 1 May 2019 through 30 September 2019 as described in the "*Instructions, Terms and Conditions*" for this bid. The Town of Newburgh maintains fourteen (14) individual drainage districts each with specific stormwater management facilities.

Bids shall be received at Town Hall, 1496 Route 300, Newburgh, New York 12550 until 2:00 PM prevailing time on 5 April, 2019 at which time and place they will be publicly opened and read aloud.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project name and the date and time of the bid opening. All bids shall be mailed or hand-delivered to: TOWN CLERK, TOWN OF NEWBURGH, 1496 ROUTE 300, NEWBURGH, NY 12550.

Proposals must be signed by an authorized representative and address the items specified in this package.

Instructions, Terms and Conditions for this bid are available to interested bidders between the hours of 8:30 AM and 4:30 PM, Monday through Friday at the Office of the Town Clerk.

BY THE ORDER OF THE
TOWN BOARD OF THE
TOWN OF NEWBURGH

ANDREW J. ZARUTSKIE, TOWN CLERK
Date: _____



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

82
555 Hudson Valley Avenue
Suite 101
New Windsor NY 12553
T: 518.459.3252
F: 518.459.3284
www.maserconsulting.com

March 5, 2019

VIA E-MAIL
engineering@townofnewburgh.org

Mr. James Osborne
Town of Newburgh
1469 Route 300
Newburgh, NY 12550
555 Hudson Valley Avenue | Suite 101 | New Windsor, NY 12553

**Re: Proposal for Professional Land Survey Services
Anchorage Property**

Dear Mr. Osborne:

Maser Consulting P.A. (MC) is pleased to present this proposal (contract) for Survey services on the above-referenced project.

This proposal is divided into three sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Client Contract Authorization

SECTION I – SCOPE OF SERVICES

Boundary Survey:

Maser Consulting shall perform a Boundary Survey of the above referenced project in accordance with the guidelines of the New York State Education Department and the State Board of Engineers and Land Surveyors. We will provide a Certified Survey Plan of the same.

We will prepare a survey map, without corners, of the subject property based on the present record cover deeds of title and field survey information both found and recovered. The basis for the location survey will be the cover deeds of record of the subject property and the adjacent parcels present cover deeds of record along with the physical evidence recovered in the field. The location survey will be performed based on local horizontal control and that the survey will be performed at grade of the subject property.

We will locate the features that are located on the site.

Included in this phase of work are the following tasks:

- Public records research and pre-field records review;
- Field traverse, location survey and data collection;



- Field survey data reduction and computation;
- Boundary analysis and survey calculations;
- Show Names / Approximate Boundary lines Adjoining Land Owners

Schedule: 15 Business Days

Survey Fee: **\$8,900.00**

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.

SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

**3.0 INVOICES:**

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 20 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising



out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client



SECTION III - CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. Invoices are due within 30 days.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Mark R. DeLor', written over a faint horizontal line.

Mark R. DeLor, PLS
Senior Principal

MRD/jb

8D

March 7, 2019

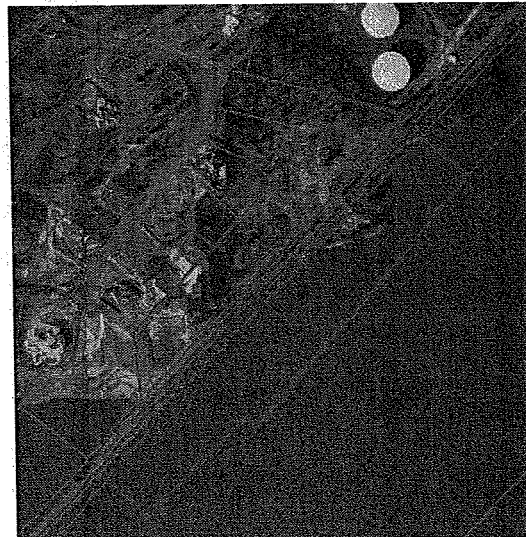
James W. Osborne
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, NY 12550
Email: engineering@townofnewburgh.org

*Re: Proposal for Professional Services
Mid-Hudson Marina Corp. Properties.
Oak Street, Town of Newburgh, Orange County, NY
Chazen Proposal # PM19-042*

Dear Mr. Osborne:

The Chazen Companies (Chazen) thank you for the opportunity to present this Professional Services proposal for a Phase I Environmental Site Assessment (ESA) of the above-referenced property. We understand the site is the majority of an approximately 20-acre property identified on the Town of Newburgh Tax Map as Section 121, Block 2, Lots 1 and 2 (portion). The Site is comprised of vegetated unoccupied land separated by a railroad track. The red outline on the provided image shows the approximate boundary of the site.

The following represents the scope of work you have requested. Please refer to the Fee and Time Schedule Summary table near the end of this proposal for the costs and time schedules associated with this task.



TASK 01- PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

Chazen proposes to perform a Phase I ESA of the site in accordance with the scope and limitations set forth in the ASTM Practice E 1527-13 (Phase I ESA Process). The purpose of a Phase I ESA is to identify recognized environmental conditions (RECs) or Significant Data Gaps (SDGs) on a property through review of historical site uses, interviews with parties knowledgeable about the site, observations made during a site visit that focuses on developed areas of the property and the accessible periphery of the site, and review of federal and state databases.

New York: Hudson Valley • Capital District • North Country • Westchester
Tennessee: Nashville • Chattanooga Oregon: Portland

Under ASTM E 1527-13 Standard Practice, a REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The Phase I ESA will include a Tier 1 vapor encroachment screening consistent with the 2015 ASTM E2600-15: *Standard Guide for Vapor Encroachment Screening on a Property Involved in Real Estate Transactions*. Vapors can come from contaminants on the site or from contaminant plumes flowing under the site from adjacent properties.

Report Preparation

Chazen will prepare a report of the findings generated during the Phase I ESA. The report will include figures of the site area including a USGS topographical map, tax map and aerial photograph, and relevant photographs obtained during the site visit. A portable document format (pdf) of the report will be submitted.

Limitations

The presence of snow on the Site can limit visibility of ground features and conditions. If project timing allows, we recommend the site visit be scheduled after snow melt.

This proposal includes the cost for only those specific services delineated above. Additional items not addressed as part of this proposal include:

- The preparation of supplemental or additional reports or correspondence which may be requested or required by you, your representatives or consultants, or governmental agencies.
- The limitations of work as defined by ASTM E 1527-13 include, but are not limited to the following items, which will not be investigated unless specifically requested:
 - Asbestos-Containing Building Materials
 - Lead-Based Paint
 - PCB caulking
 - Wetlands
 - Regulatory Compliance
 - Cultural and Historic Resources
 - Industrial Hygiene
 - Health and Safety
 - Ecological Resources
 - Endangered Species
 - Indoor Air Quality
 - Biological agents
 - Mold
- Responses from public agencies are typically obtained within three weeks; therefore, client imposed time constraints of less than 20 business days may result in data gaps producing incomplete assessments.
- Phase I ESAs compliant with ASTM E 1527-13 are representative of conditions evaluated during the report-preparation period and reports are valid for 180 days.
- No ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. The performance of a Phase I ESA consistent with ASTM Standard E 1527-13 is intended to reduce, but not eliminate, such uncertainty regarding the potential for RECs in connection with a property, and this practice recognizes reasonable limits of time and cost. The information presented in the report will be limited to the investigation conducted and described herein, and is not necessarily all inclusive of conditions present at the site.

- A Phase I ESA process is intended to permit the user to satisfy the “all appropriate inquiry” requirement for a party to qualify for a landowner liability protection under CERCLA. All appropriate inquiry researches previous ownership and uses of a property consistent with good commercial practices and does not constitute an exhaustive assessment of a property.

Client Responsibilities

- To help the client qualify for a CERCLA landowner liability protection, Chazen will ask the client and any additional users of the Phase I ESA report (e.g., lending institutions) to provide specific information that will help identify the possibility of RECs in connection with the property. A “User Questionnaire” will be provided to the client at the start of the Phase I ESA process which will further explain the User responsibilities defined in ASTM E 1527-13. The User will be requested to provide recorded land title and judicial records (different from chain of title reports), with a search for environmental liens and activity and use limitations (e.g., deed restrictions and environmental easements). If the client would like Chazen to coordinate the environmental lien and AUL search, additional charges will apply, which can be provided upon request.
- The client shall provide a current property boundary survey map or other mapping suitable to closely establish the boundaries of the subject property, and land title information suitable to establish the past 50 years of property ownership, if available.
- The client will ensure access to records (e.g., previous environmental reports/documentations) and arrange permission for Chazen to inspect the site and all on-site structures. Please note that there is a significant value and importance to making relevant records available for review prior to the site visit being performed. If substantial records of previous environmental assessments/investigations are provided, additional charges may apply.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed. The proposed schedule is shown and is contingent on obtaining timely access to all areas of the site for inspection.

Fee and Time Schedule Summary

| Task No. | Task Description | Lump Sum Fee Bill | Proposed Schedule |
|----------|----------------------------|-------------------|---|
| 01 | ASTM E 1527-13 Phase I ESA | \$2,725 | Start: Upon authorization End: Four to five weeks from authorization |

Agreement

Attached, please find a copy of our Standard Agreement. Return receipt of the signed Agreement will be our authorization to schedule the performance of this work. Please be aware that the projected task start and completion dates are based on timely receipt of the signed Agreement. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please feel free to contact me at (518) 824-1928 if you have any questions. We look forward to working with you.

Sincerely,



Arlette St. Romain
Director, Environmental Due Diligence and Brownfield Investigations

Attachments: Standard Agreement

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.
9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

Professional Services Agreement

Proposal Number: PM19-042

Project Name: Mid-Hudson Marina Corp.

Project Number: _____

- 10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
- 12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

Town of Newburgh 1496 Route 300 Newburgh, NY 12550

CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members

From: Jeff Guido; Water and Sewer Department Manager *JG*

Date: February 27, 2019

Re: Award Recommendation for 2019 Water Filtration Chemical Bids

Water Treatment Chemicals:

- Item 1: Sodium Fluoride (CLFP): Slack Chemical (\$0.7940 per pound)
- Item 2: Sodium Hypochlorite (CLFP & DAT) : Slack Chemical (\$0.9420 per gallon)
- Item 3: Blended PolyOrthophosphate (CLFP): Shannon Chemical (\$1.2700 per pound)
- Item 4: Hydrofluosilicic Acid (DAT): Slack Chemical (\$3.3980 per gallon)
- Item 5: Sodium Hydroxide (DAT): Surpass Chemical (\$1.9300 per gallon)
- Item 6: Phosphoric Acid (DAT): Surpass Chemical (\$3.4470 per gallon)
- Item 7: Soda Ash (DAT): **NO BIDDERS**
- Item 8: Sodium Bisulfite (DAT): Surpass Chemical (\$2.1380 per gallon)
- Item 9: Sulfuric Acid (DAT): Coyne Chemical (\$5.9167 per gallon)
- Item 10: Citric Acid (DAT): Surpass Chemical (\$4.7400 per gallon)
- Item 11: Potassium Permanganate (CLFP): Shannon Chemical (\$1.6500 per pound)
- Item 12: Polyaluminum Chloride (CLFP & DAT): Holland Company (\$1.9500 per gallon)
- Item 13: Liquid Sodium Permanganate (CLFP): Slack Chemical (\$7.7900 per gallon)

NOTE: There were no vendors that bid on Item 7 (Soda Ash)

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


February 1, 2019

Water Treatment Chemicals for the Delaware Aqueduct and Chadwick Lake Water Treatment Plants
 Tuesday, February 26, 2019 at 10:15 am

| # | Company | Bid Received | Item 1 Sodium Fluoride (CLFP) Price/lb | Item 2 Sodium Hypochlorite (CLFP & DAT) Price/Gallon | Item 3 Blended polyorthophosphate (CLFP) Price/lb | Item 4 Hydrofluosilicic Acid (DAT) Price/Gallon | Item 5 Sodium Hydroxide (DAT) Price/Gallon | Item 6 Phosphoric Acid (DAT) Price/Gallon | Item 7 Soda Ash (DAT) Price/Gallon | Item 8 Sodium Bisulfite (DAT) Price/Gallon | Item 9 Sulfuric Acid (DAT) Price/Gallon | Item 10 Citric Acid (DAT) Price/Gallon | Item 11 Potassium Permanganate (CLFP) Price/Gallon | Item 12 Polyaluminum Chloride (CLFP & DAT) Price/Gallon | Item 13 Liquid Sodium Permanganate (CLFP) Price/Gallon | |
|----|--------------------------------------|--------------|---|---|---|--|---|--|--|---|--|--|--|---|--|----------|
| 1 | retained by Town | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| 2 | North America Procurement Council | n/a | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| 3 | Kuehne Company | 2/25/2019 | no bid | \$2.5000 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| 4 | Holland Company | 2/25/2019 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | \$1.9500 | no bid | no bid |
| 5 | Shannon Chemical | 2/20/2019 | no bid | no bid | \$1.2700 | \$4.2400 | no bid | \$8.4700 | no bid | no bid | no bid | \$5.2200 | \$1.6500 | no bid | no bid | \$9.3300 |
| 6 | Coyne Chemical | 2/20/2019 | \$0.8864 | \$1.7103 | \$1.6997 | \$3.8112 | \$2.6933 | \$4.7968 | no bid | \$5.2119 | \$5.9167 | \$5.0597 | \$1.7256 | \$3.3092 | no bid | \$8.8550 |
| 7 | New Haven Chlor-Alkali | 2/21/2019 | no bid | \$1.3500 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| 8 | JCI Jones Chemicals Inc | 2/21/2019 | no bid | \$1.1500 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| 9 | Surpass Chemical Company | 2/21/2019 | no bid | \$0.9480 | no bid | no bid | \$1.9300 | \$3.4470 | no bid | \$2.1380 | no bid | \$4.7400 | \$1.6680 | no bid | no bid | \$8.8900 |
| 10 | Brenntag Northeast | 2/22/2019 | no bid | no bid | no bid | no bid | \$2.3500 | no bid | no bid | \$3.3200 | no bid | \$8.0200 | \$3.3600 | no bid | no bid | \$9.3500 |
| 11 | USALCO | 2/22/2019 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | \$2.1782 | no bid | no bid |
| 12 | Kemira Water Solutions | 2/25/2019 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| 13 | Univar | 2/25/2019 | no bid | no bid | no bid | \$4.6700 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid |
| 14 | Chemtrade Chemicals US LLC | 2/25/2019 | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | no bid | \$4.8150 | no bid | no bid |
| 15 | Slack Chemical Comp | 2/25/2019 | \$0.7940 | \$0.9420 | \$1.4500 | \$3.3980 | \$2.8400 | no bid | no bid | \$2.3440 | \$8.9790 | \$5.7900 | no bid | \$2.7500 | no bid | \$7.7900 |

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members

From: Jeff Guido; Water and Sewer Department Manager 

Date: February 27, 2019

Re: Award Recommendation for 2019 Alum Sludge Disposal

Alum Sludge Removal and Disposal Services:

TAM Enterprises (\$0.1044 per gallon)

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

February 1 2019

REMOVAL AND DISPOSAL OF ALUM SLUDGE FOR WATER TREATMENT PLANTS
 Tuesday, February 26, 2019 10:00 am

| Package # | Company | Address | Comments | Name | Email | Telephone | Bid Received | Price/Gal Bid |
|-----------|---|---|-------------------------|-----------------|-------------------------------|--------------|--------------|---------------|
| 1 | retained by Town North America Procurement Council | | | | | | | |
| 2 | | PO Box 40445: Grand Junction, CO 81504 | emailed on 2/1/2019 | Gerald Carriedi | gerald@nadc.me | 302-450-1923 | n/a | n/a |
| 3 | Spectraserv | 75 Jacobus Avenue; Kearny, NY 07032 | emailed on 2/7/2019 | Ruth | Ruth/ruth@spectraserv. com | 973-589-0277 | 2/25/2019 | \$0.1300 |
| 4 | Casella Organics | 58 Clifton Country Road; Suite 200, Clifton Park, NY | emailed on 2/20/2019 | Glen Knecht | glen.knecht@casella.c om | 518-348-3751 | n/a | n/a |
| 5 | Wind River Environmental | 99 Maple Grange Road; Vernon, NJ 07462 | biddirect | Lisa Suarez | | 973-764-3302 | 2/22/2019 | \$0.1373 |
| 6 | USS Westborough Legal | 118 Flanders Road; Westborough, MA 01581 | biddirect | | | 508-594-2543 | 2/25/2019 | \$0.1697 |
| 7 | TAM Enterprises | 114 Hartley Road; Goshen, NY 10924 | | | | | 2/26/2019 | \$0.1044 |
| 8 | Fred A. Cook Jr. Inc | PO Box 70; Montrose, NY 10548 | | | | | 2/26/2019 | \$0.1400 |



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

February 21, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Robert J. Petrillo, Commissioner

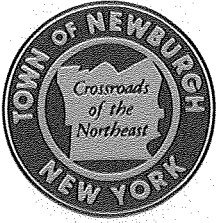
RE: Hire Seasonal Laborer

At this time, I would like to request the Board's approval to hire a Seasonal Laborer in the Recreation Department. Mr. Black has moved from his seasonal position to part time laborer leaving this position vacant.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

March 5, 2019

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2019 Bus Bid Opening

Sealed bids were opened on Wednesday, February 27th. Four bids were received on charter bus destinations and school bus destinations. Attached are the bids received from each vendor.

At this time I would like to request the Town Board select both Leprechaun Lines and West Point Tours as determined by the lowest bid for each destination as per the attached.

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

January 25, 2018

31 BUS TRIPS

Wednesday, February 27, 2019 at 2:00 pm

| Item# | Date | Destination (Round Trip) | Buses Needed | West Point | | | Leprechaun | | | Birmie Bus | | | White Plains Bus Company | | |
|-------------|------------|---|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------------------|--|--|
| | | | | 49 passengers | 55 passengers | 38 passengers | 55 passengers | 49 passengers | 55 passengers | 49 passengers | 55 passengers | 49 passengers | 55 passengers | | |
| 1 | 3/14/2019 | Hunterdon Hills Playhouse; Hampton, NJ | 1 | \$925 | \$995 | \$833 | \$925 | no bid | \$3,225.66 | no bid | \$1,200 | no bid | \$1,200 | | |
| 2 | 3/23/2019 | Al Hirschfeld Theatre; New York City | 1 | \$1,195 | \$1,225 | \$841 | \$934 | no bid | no bid | \$1,200 | no bid | \$1,200 | | | |
| 3 | 4/10/2019 | Royal Manor; Garfield, NJ | 1 | \$895 | \$925 | \$758 | \$842 | no bid | \$2,087.09 | \$1,150 | no bid | \$1,150 | | | |
| 4 | 4/25/2019 | Mohegan Sun@Pocono Downs; Wilkes Barre, PA | 1 | \$1,195 | \$1,225 | \$1,015 | \$1,127 | no bid | \$3,768.16 | \$1,425 | no bid | \$1,425 | | | |
| 5 | 5/2/2019 | The Waterfront at Silver Birches; Hawley, PA | 1 | \$895 | \$925 | \$852 | \$946 | no bid | \$2,928.61 | \$1,250 | no bid | \$1,250 | | | |
| 6 | 5/16/2019 | Penn's Peak; Jim Thorpe, PA | 1 | \$1,020 | \$1,120 | \$1,253 | \$1,392 | no bid | no bid | \$1,525 | no bid | \$1,525 | | | |
| 7 | 6/8/2019 | MGM Casino; Springfield, PA | 1 | \$1,145 | \$1,225 | \$1,040 | \$1,155 | no bid | \$3,919.46 | \$1,550 | no bid | \$1,550 | | | |
| 8 | 6/12/2019 | Doolan's; Spring Lake, NJ | 1 | \$925 | \$995 | \$972 | \$1,079 | no bid | \$3,734.10 | \$1,550 | no bid | \$1,550 | | | |
| 9 | 7/16/2019 | Yankee Stadium; Bronx, NY | 1 | \$920 | \$1,000 | \$990 | \$1,100 | no bid | \$2,774.73 | \$1,200 | no bid | \$1,200 | | | |
| 10 | 7/17/2019 | Tomahawk Lake; Sparta, NJ | 1 | \$1,020 | \$1,120 | \$892 | \$991 | no bid | \$2,834.60 | \$1,250 | no bid | \$1,250 | | | |
| 11 | 7/31/2019 | Forestburgh Playhouse; Forestburg, NY | 1 | \$945 | \$975 | no bid | no bid | no bid | \$2,647.38 | \$1,275 | no bid | \$1,275 | | | |
| 12 | 8/10/2019 | Great Escape and Splashwater Kingdom; Lake George, NY | 1 | \$1,195 | \$1,295 | \$1,167 | \$1,296 | no bid | \$4,112.72 | \$1,675 | no bid | \$1,675 | | | |
| 13 | 8/13/2019 | Aqua Turf; Plantsville, CT | 1 | \$925 | \$995 | \$832 | \$924 | no bid | no bid | \$1,200 | no bid | \$1,200 | | | |
| 14 | 8/21/2019 | Stony Hill Inn; Hackensack, NJ | 1 | \$895 | \$925 | \$761 | \$845 | no bid | \$2,687.86 | \$1,175 | no bid | \$1,175 | | | |
| 15 | 9/12/2019 | Westchester Dinner Theater; Elmsford, NY | 1 | \$895 | \$925 | \$782 | \$868 | no bid | no bid | \$1,100 | no bid | \$1,100 | | | |
| 16 | 9/21/2019 | Wild West City; Stanhope, NJ | 1 | \$1,020 | \$1,120 | \$849 | \$943 | no bid | no bid | \$1,295 | no bid | \$1,295 | | | |
| 17 | 10/2/2019 | Casa Bianca; Oak Ridge, NJ | 1 | \$925 | \$995 | \$736 | \$817 | no bid | \$2,741.62 | \$1,250 | no bid | \$1,250 | | | |
| 18 | 10/19/2019 | Woodstock Flea Market; Woodstock, NY | 1 | \$1,125 | \$1,225 | \$758 | \$842 | no bid | no bid | \$1,000 | no bid | \$1,000 | | | |
| 19 | 10/30/2019 | Westchester Dinner Theater; Elmsford, NY | 1 | \$895 | \$925 | \$781 | \$867 | no bid | \$2,617.06 | \$1,100 | no bid | \$1,100 | | | |
| 20 | 1/25/2020 | Mohegan Sun Casino; Uncasville, CT | 1 | \$1,125 | \$1,195 | \$982 | \$1,091 | no bid | no bid | \$1,550 | no bid | \$1,550 | | | |
| 21 | 2/29/2020 | Sands Casino; Bethlehem, PA | 1 | \$1,125 | \$1,195 | \$982 | \$1,091 | no bid | no bid | \$1,500 | no bid | \$1,500 | | | |
| Schoolbuses | | | | | | | | | | | | | | | |
| | | | | West Point | | | Leprechaun | | | Birmie Bus | | | White Plains Bus Company | | |
| 1 | 7/2/2019 | Splashdown; Fishkill, NY | 5 | \$395 | | \$342 | | \$773.20 | | \$850 | | | | | |
| 2 | 7/5/2019 | Kruckers; Pomona, NY | 5 | \$388 | | \$439 | | \$828.79 | | \$1,000 | | | | | |
| 3 | 7/10/2019 | Zone Flume; East Durham, NY | 5 | \$495 | | \$497 | | \$1,118.19 | | \$1,250 | | | | | |
| 4 | 7/17/2019 | Lake Compounce; Bristol, CT | 5 | \$545 | | \$614 | | \$1,417.14 | | \$1,250 | | | | | |
| 5 | 7/24/2019 | Brownstone; Portland, CT | 5 | \$575 | | \$646 | | \$1,445.00 | | \$1,375 | | | | | |
| 6 | 7/31/2019 | Tomahawk Lake; Sparta, NJ | 5 | \$440 | | \$585 | | \$1,117.25 | | \$1,250 | | | | | |
| 7 | 8/7/2019 | Mt Creek; Vernon, NY | 5 | \$415 | | \$474 | | \$859.67 | | \$975 | | | | | |
| 8 | 8/14/2019 | Cameback Beach; Tannersville, PA | 5 | \$685 | | \$765 | | \$1,448.02 | | \$1,400 | | | | | |
| 9 | 8/21/2019 | Ulster County Pool; New Paltz, NY | 5 | \$345 | | \$278 | | \$581.24 | | \$800 | | | | | |
| 10 | TBA | Tarsio Bowling Lanes; Newburgh, NY | 5 | \$229 | | \$225 | | \$430.25 | | \$695 | | | | | |

Data Processing March 11th Workshop agenda

Motion to purchase from Office Depot computer hardware for a new work station at Code Compliance

One Dell 23" dell monitor model 5488428 at a cost of \$ 159.99


One uninterrupt power supply at 383084 at a cost of \$ 55.99

One Dell Inspiron Computer 7112509 at a cost of \$ 429.99
For a total of \$ 645.97

Motion to spend \$ 645.97 from the Computer Reserve account fund 001-878

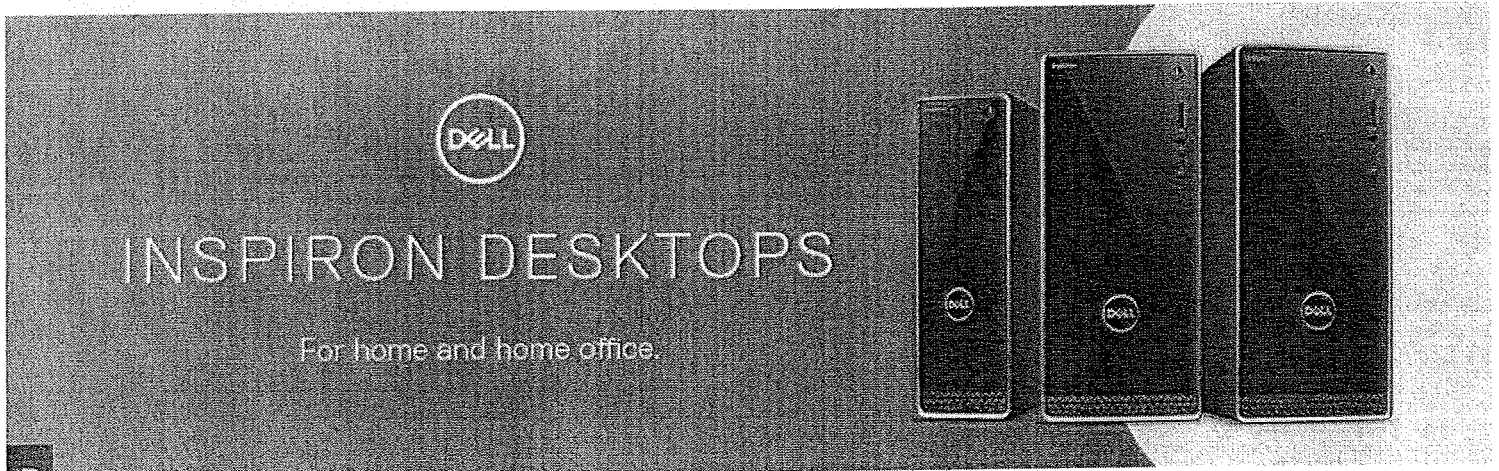
A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is stylized and appears to be the initials 'ME'.

Customer Reviews

From the Manufacturer | Powered by  **WEBCOLLAGE**
a Synlogic Company

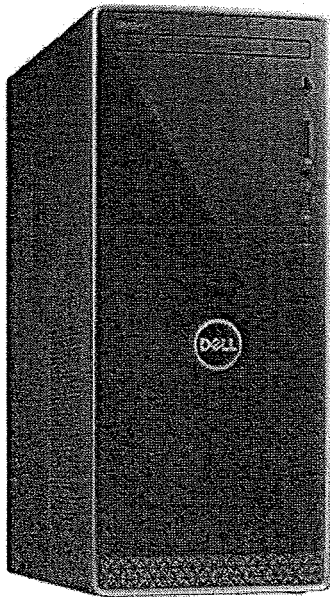
Is the information in this section helpful? Yes / No

Product Overview



Feedback

Features and Benefits



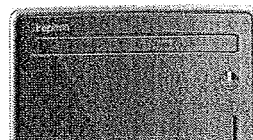
Improved design, packed with impressive power.

Featuring an updated, contemporary design, the Inspiron Desktop has been reimagined to enhance the enjoyment that comes with owning a Dell desktop.

Small and mighty: Revolutionary design saves space without compromising system performance, and features multiple expansion slots for future upgrades.

Easy access: With optical drive, USB ports and 5-in-1 media card reader are all conveniently located up front for easy accessibility.

Innovative inlet: The state-of-the-art inlet airflow design allows optimal system cooling, so you get the quiet, efficient performance you've come to expect from an Inspiron desktop.



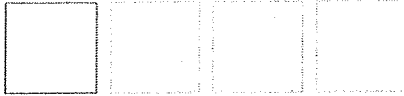
| | |
|------------------------------------|---------------|
| Processor Speed 3.6 GHz | Up To 4.0 GHz |
| Brand Name Dell | Dell |
| Memory 8 GB | 12 GB |
| Hard Drive Capacity 1 TB | 1 TB |

Show More

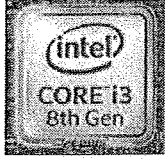
Product Details

| | |
|---------------------------|--|
| Item # | 7112509 |
| Manufacturer # | I3670-3828BLK-PUS |
| audio hardware | Waves MaxxAudio |
| Bluetooth | Yes |
| brand name | Dell |
| Carry Handle | no |
| gaming PC | no |
| Graphics Controller Model | Intel UHD Graphics 630 |
| Graphics Type | integrated |
| hard drive capacity | 1 TB |
| hard drive type | hard drive |
| HD compatible | yes |
| integrated speakers | no |
| Liquid Cooling System | no |
| Manufacturer | Dell |
| Maximum memory capacity | 32 GB |
| Maximum Turbo Speed | 3.6 GHz |
| memory | 8 GB |
| memory card reader | yes |
| memory type | DDR4 SDRAM |
| microphone jack | yes |
| model | I3670-3828BLK-PUS |
| modem | no modem |
| network connectivity | 10/100/1000 Ethernet |
| operating system details | Windows 10 Home |
| Operating Systems | Windows 10 |
| optical drive | DVD+/-RW |
| peripherals included | keyboard; mouse |
| ports | USB 3.1; USB 2.0; Ethernet; HDMI; VGA 15-pin D-sub |
| processor brand | Intel |
| processor model | i3-8100 |
| processor speed | 3.6 GHz |
| processor type | Intel Core i3 |
| Product Condition | new |
| Product Line | Inspiron |
| Security Slot | no |
| Touchscreen | No |
| TV tuner | no |
| video hardware | Intel |
| warranty length | 1-year limited |
| wireless connectivity | 802.11b/g/n; Bluetooth |
| Show More | |

Related Items



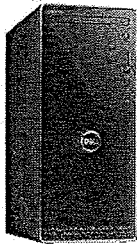
Description



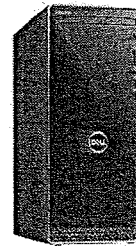
Packed with power, this desktop PC has the speed and storage you need to stay productive all day long. The blazing fast processor lets you multitask with ease, so you can finish off your to-do list with ease.

- High-performance 8th Gen Intel Core i3 processor. Multitask with ease – play, work and surf.
- 8GB of memory is available to run your powerful programs and games. Memory can be expanded up to 32GB. Additional memory is sold separately.
- 1TB (1000GB) hard drive provides plenty of storage space.
- Features Wireless-N (802.11n) for high-performance, cable-free networking. Access wireless networks to share files, surf the Web and exchange e-mail. Fully compatible with 802.11b/g. Wired networking is also supported.
- Plays and burns DVDs and CDs.
- Memory card reader for file transfers made fast and easy. Transfer your digital photos, music and other files from 5 types of memory cards.
- Use the HDMI™ port to view videos and photos on your HDTV. (HDMI cable sold separately).
- Features 2 USB 3.1 Gen 1 ports for ultra-fast data transfers.
- 4 USB 2.0 ports provide additional connectivity for a wide range of peripherals.
- Integrated 5.1 channel with Wave MaxxAudio® Pro audio.
- Bluetooth® wireless permits short-range wireless data transfers at up to 30' with other Bluetooth-enabled devices, such as phones, speakers and printers.
- Includes a USB keyboard and USB optical mouse.
- Installed with Windows® 10 Home operating system.
- Backed by the manufacturer's 1-year limited warranty.

Feedback **Desktop slowing you down? Try a higher-end processor.**



Dell™ Inspiron 3670 Desktop PC, 8th Gen Intel® Core™ i3, 8GB Memory, 1TB Hard Drive, Windows® 10 Home



Dell™ Inspiron 3670 Desktop PC, 8th Gen Intel® Core™ i5, 12GB Memory, 1TB Hard Drive, Windows® 10 Home

Add to Cart

Rating

★★★★★ (54 Reviews)

★★★★★ (64 Reviews)

Price

~~\$529.99~~ each (Reg)

\$429.99 each

~~\$679.99~~ each (Reg)

\$589.99 each

Processor Type

Intel Core i3

Intel Core i5

Hiring of a computer consultant:

I am looking for a motion to allow me to sign an agreement with Charles River Associates for a computer forensic analysis.

The estimated cost for this analysis is \$ 15,500 to \$ 19,500 knowing the town will only be responsible for \$ 8,873.75 as expending this amount will make the town reach the \$ 15,000 deductible under the Chubb policy. This will be funded by the computer maintenance account 001.1680.0497

See e-mail dated 2-22-19 from Olivia West Senior Claim Examiner for North American Financial Lines (Chubb)

To: 'Gil Piaguadio'
Subject: RE: [EXTERNAL] Fwd: Virus Insurance Letter

Gil,

Thanks for sending me the Firthcliffe invoices, as well as Firthcliffe's letter stating that all invoices have been paid. Once Insured has proved that they have met the remaining amount of their deductible (I believe we discussed proofs of payment on the phone last week), Chubb will pay for costs in excess of Insured's deductible associated with work done by approved vendors to remediate this incident. Thus, considering the aforementioned, Insured would not be responsible for anything more than the remaining \$8873.75 of their deductible.

Thanks.

CHUBB

Olivia A. West, Esq.
Senior Claim Examiner, North America Financial Lines

10 Exchange Place, Jersey City, NJ, 07302, USA
O 201-356-5195 F 201-356-5297
E olivia.west@chubb.com

ACE and Chubb are now one.

From: Gil Piaguadio [mailto:supervisor@townofnewburgh.org]
Sent: Monday, February 11, 2019 12:32 PM
To: West, Olivia; Mark Taylor
Subject: [EXTERNAL] Fwd: Virus Insurance Letter

Olivia

[Quoted text hidden]

This email (including any attachments) is intended for the designated recipient(s) only, and may be confidential, non-public, proprietary, and/or protected by the attorney-client or other privilege. Unauthorized reading, distribution, copying or other use of this communication is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) should not be deemed a waiver of any privilege or protection. If you are not the intended recipient or if you believe that you have received this email in error, please notify the sender immediately and delete all copies from your computer system without reading, saving, printing, forwarding or using

Privileged and Confidential

Via Email

January 23, 2019

Carolyn Purwin Ryan
Cipriani & Werner PC
450 Sentry Parkway
Suite 200
Blue Bell, PA 19422

RE: Professional Services to Cipriani & Werner on behalf of Town of Newburgh (NY)

Dear Ms. Ryan :

This letter is to confirm that effective January 23, 2019, Cipriani & Werner PC ("Counsel" or "you"), acting on behalf of your client, Town of Newburgh (NY) ("Client" or "your client"), has retained Charles River Associates ("CRA") to provide professional services.

In establishing and maintaining good relationships with our clients, we have found it important to provide each client with a statement of our engagement practices and billing policies. These practices and policies are set forth in our Terms and Conditions, which are incorporated herein by reference, and which are intended to safeguard our client information, establish reasonable fees for our services, and provide for the billing and collection of those fees in a timely manner.

CRA will provide its services hereunder on a time and materials basis, and will invoice for actual hours worked and expenses incurred. Our professional fees for Phases I through III will not exceed the \$19,500, as outlined in the attached Statement of Work, without prior written approval, with email being deemed sufficient. Expenses are in addition, and will be passed through at cost. CRA's professional fees for additional services will depend on the outcomes of the preceding phases, and will be determined at a later date, with email confirmation deemed sufficient.

All invoices will be submitted to the Client, with an informational copy to Counsel and Insurance Carrier, for payment. Although CRA has been retained by Counsel to provide consulting services with respect to matters pertaining to the Client, we recognize that the Client is responsible for payment. CRA will look to Counsel for assistance in collection of all fees owed to CRA by the Client.

If the above meets with your approval and your client has agreed to our retention, please sign and date a copy of this letter and return it to me. Thank you for your confidence in our ability to assist you and your client. We look forward to working with you.

Sincerely yours,

Charles River Associates

Andy Obuchowski
Vice President

Enclosure

Accepted by:

Cipriani & Werner PC

Signature

Carolyn Ryan Purwin, Partner

Print Name and Title

Date

Accepted by:

Town of Newburgh (NY)

Signature

Print Name and Title

Date

Name and Address of Individual Designated to Receive and Approve Invoices:

Name

Address

Email

Terms and Conditions

Confidentiality

All of CRA's work for clients is confidential. CRA staff members and consultants have signed confidentiality agreements and are obligated not to disclose any confidential information or documents used or obtained in the course of our work. This obligation of confidentiality does not apply to data or information which: (1) is or becomes generally available to the public other than as a result of a disclosure by CRA or any of its representatives; or (2) was in CRA's possession prior to the time it was disclosed to CRA by you or your client; or (3) is disclosed to CRA by a third party who is under no obligation of confidentiality to you or your client. Should CRA be compelled by any valid court or administrative order to disclose any confidential information held in connection with this engagement, we will first notify you and will cooperate, to the extent practicable, with any attempts to legally limit or avoid such disclosure.

CRA's work will be conducted at your direction, as Counsel to Client, to assist you in providing legal advice to Client. CRA's work is to assist Counsel and Client with privileged consultation and analysis in the above-referenced matter and to perform such other tasks as may be identified during the course of this engagement. Therefore, CRA understands that information and materials received from Counsel or Client, or generated by CRA, are expected to be protected by the attorney-client privilege and/or attorney work product doctrine. As such, all communications between and among CRA, Counsel, or Client, either oral or written, as well as any materials or information developed or received by CRA pursuant to this arrangement will be treated as confidential. CRA agrees, subject to applicable law or court order, not to disclose any of our communications, or any of the information CRA receives or develops in the course of its work for you, to any other person or entity without your written authorization.

Relationship

The role of CRA is solely that of an independent contractor. In no event shall this agreement or any work performed by CRA create a relationship of principal and agent, partnership or joint venture, or any fiduciary relationship between the parties.

Under this agreement, CRA will provide consulting services and will report on the progress of our work, either orally or, if requested, in written form. CRA will offer independent, objective opinions and analysis. Counsel confirms that the Client has authorized Counsel to enter into this agreement with CRA on behalf of the Client. CRA shall perform services at the direction of Counsel without further confirmation from the Client. Counsel shall bear the responsibility of keeping the Client apprised of CRA's efforts.

Client will from time to time provide to us such information and documentation as we may request to comply with our obligations under applicable anti-money laundering or similar legislation in any relevant jurisdiction.

Use of Deliverables

CRA may provide deliverables, including tangible, written, branded materials or oral advice, to Counsel and to Client for their sole internal use and benefit pursuant to a client relationship with you. Counsel and Client may in turn provide CRA deliverables to the Insurance Carrier. Beyond the Insurance Carrier, the deliverables are not for a third party's use, benefit or reliance, and CRA disclaims any contractual or other responsibility or duty of care to others based upon deliverables or advice we provide. Except as contemplated below, neither Counsel nor Client shall discuss the services performed or make the deliverables available to any third party, or otherwise disclose the

deliverables without CRA's prior written consent, other than to a regulatory agency (or designee thereof) with jurisdiction over Client.

If any of Client's third party professional advisors (including accountants, attorneys other than Counsel, financial and other advisors), in providing advice or services to Client, has a need to receive the deliverables and is acting for the benefit and on behalf of Client, Client may provide the deliverables to such professional advisors provided that such advisors agree: (i) that CRA did not perform the services or prepare deliverables for such advisors' use, benefit or reliance and CRA assumes no duty, liability or responsibility to such advisors; and (ii) to not disclose the services or provide the deliverables to any other party without CRA's prior written consent. CRA deliverables may not, without prior written consent from CRA's General Counsel, be provided or disclosed to any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the services or any parties which have or may obtain a financial interest in the Client or an anticipated transaction.

Counsel and/or Client may disclose materials that do not contain CRA's name or other information that could identify CRA as the source (because Client subsequently removed identifying information) to any third party if Client accepts and represents them as its own and makes no reference to CRA in connection with such materials.

Client shall indemnify and hold CRA harmless from and against any and all third-party claims, losses, liabilities, and damages arising from or relating to the services performed and deliverables under this engagement letter, except to the extent finally determined to have resulted from CRA's gross negligence or intentional misconduct relating to such services performed and/or deliverables.

Data Handling

Any nonpublic information you or your client have supplied to CRA will be kept confidential with at least the same degree of care as we use for our own materials. It is Client's obligation to inform CRA at the outset of the engagement of any special data handling, storage, or destruction requirements. CRA shall take appropriate steps to accommodate your data handling, storage, and destruction needs on the understanding that certain measures may incur additional expense, which shall be borne by your client. Unless other terms are agreed or there is an order or other legal requirement to the contrary, upon the conclusion of the provision of services under this retention, CRA may destroy or return to you or your client all information related to this retention (hard-copy or electronic). CRA reserves the right to bill your client for such destruction or re-delivery activities. CRA reserves the right to maintain copies (at its expense) of such material as it deems necessary for administrative, legal, or regulatory purposes. The terms of this paragraph shall survive the termination and/or the expiration of this agreement. By accepting these terms, Counsel and Client hereby provide consent for CRA to obtain, store and process any personally identifiable information acquired by in this engagement.

Liability

Except for the intentional misconduct, gross negligence or breach of confidentiality, the total liability of CRA shall be limited to the greater of (i) \$30,000 or (ii) the total amount of fees paid to CRA under this engagement. Under no circumstances shall CRA be liable for any (1) loss of profits; (2) loss of sales; (3) loss of turnover; (4) loss of or damage to business; (5) loss of data; (6) business interruption; (7) wasted management or other staffing; (8) loss of customers. For the purposes of this paragraph, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss. None of the foregoing exclusions and limitations on liability shall apply in respect of (a) liability in negligence causing personal injury or death; (b) liability for fraudulent misrepresentation; or (c) any other liability which cannot by law be excluded or limited (as appropriate). The terms of this paragraph shall survive termination and/or the expiration of this agreement.

Billing and Payment

The fees Client agrees to pay CRA will be set forth in each Statement of Work.

CRA may need to store and maintain certain Client data in connection with providing Services to Client (e.g. forensic images and evidence, preservation copies of electronically stored information, structured data stored in SQL and restored databases). After 60 days, stored Client data will be billed at \$10.00 per gigabyte per month, but no less than \$250 per month. Standalone data storage drives, if needed, will be billed at a flat rate of \$150 each.

Any taxes applicable to CRA's provision of services or delivery of goods under this engagement will be invoiced to and payable by Client, with the exception of taxes on CRA's income.

Client understands and agrees that CRA is an independent consultant and that CRA's fees and are not in any way contingent upon the outcome of the matter. All invoices are due and payable upon receipt. CRA reserves the option to charge interest on invoices that are outstanding more than sixty (60) days, at a rate equal to the lower of 1.5 percent per month or the maximum rate permitted under applicable law. The obligation to pay CRA's fees and expenses is not contingent upon the results of the services or any suit or matter in connection with which the services are provided. Any objection with respect to CRA's invoices must be made by Client in writing within five (5) business days following receipt of the invoice to which objection is made. CRA reserves the right to suspend and/or terminate services, withhold any report or deliverable, and to prohibit the client from using or permitting the use of any report or any portion thereof until all of CRA's fees and expenses incurred to date have been paid in full. CRA may request a retainer at any time. CRA's hourly rates and costs are subject to periodic change. From time to time you or your client may ask CRA to provide estimates of the likely costs of the engagement or of a particular phase or period of work. You and your client agree that (1) these estimates are provided for your own internal budgeting processes, (2) your client will remain responsible for CRA's fees on a time and materials basis in the event that they exceed any estimate that we have given; and (3) these estimates are not binding on CRA unless CRA agrees in writing as an amendment to this agreement that such estimates shall be binding. Independent contractors or subcontractors may be utilized from time to time at the applicable rates set forth above.

Miscellaneous

In the event that CRA is required to undertake collection efforts for unpaid invoices, Client shall also be responsible for payment of CRA's reasonable attorneys' fees and costs associated therewith. If CRA is required by government regulation, protective order, subpoena, or other similar legal requirement that may arise during or after the pendency of this agreement, to produce or destroy documents or provide personnel as witnesses with respect to the services or this agreement, CRA shall be reimbursed for its professional time and expenses, as well as reasonable attorneys' fees and expenses, including the allocable cost of in-house counsel, incurred in responding to such requests.

Neither Client nor CRA shall be liable in damages or have the right to terminate this agreement for any delay in performing hereunder if such delay is caused by conditions beyond its reasonable control or ability to avoid or prevent, including, but not limited to acts of God, government restrictions, wars (declared or undeclared), acts or threats of terrorism, pandemic, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Client may not use the name, trade name or mark of CRA, any of its subsidiaries or its employees in any marketing or similar promotional materials, including websites or press releases without the express written consent of CRA, unless required by law.

The parties to this agreement hereby submit to the personal jurisdiction of the courts of the State of California, agree that any dispute that may arise in connection with this agreement shall be

resolved by the courts of the State of California, and governed under the laws of the State of California without regard to conflicts of laws. The parties to this agreement hereby waive the right to a trial by jury on any matters arising under or related to this agreement. Charles River Associates is a registered trade name of CRA International, Inc., which is the entity being retained herein.

Proprietary Rights

Client acknowledges that CRA and its business partners have proprietary or licensed tools, templates, methods, and know-how, pre-existing or otherwise, including generalized enhancements and derivatives thereto ("CRA Property"), and that such CRA Property is and shall be the exclusive property of CRA or its suppliers, as the case may be. CRA Property shall also include all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto. Client may use CRA Property only in connection with the authorized purposes of this Letter and any Work Order or SOW hereunder. CRA retains ownership and all intellectual property rights to anything pre-existing, developed, or delivered under any Work Order or SOW and Client shall obtain no such ownership or other property rights thereto. Client agrees that its right to use CRA Property may be subject to and limited by agreements between CRA and third parties whose intellectual property has been incorporated into the CRA Property.

Warranties, Disclaimers, and Exclusive Remedies

CRA warrants that the services will be provided in a workmanlike manner consistent with industry standards. Client expressly agrees and acknowledges that use and acceptance of the services is at Client's sole risk. For any breach of this services warranty, Client's exclusive remedy, and CRA's entire liability, shall be the re-performance of the deficient services, or if CRA determines it cannot materially correct a breach in a commercially reasonable manner, CRA or Client may terminate the engagement and Client's sole remedy is to recover the fees paid to CRA for the deficient services, provided Client notified CRA of any problems or deficiencies within ten (10) business days after becoming aware of the deficient performance of the applicable services.

To the maximum extent permitted by law, this warranty is exclusive and CRA makes no other, and expressly disclaims any and all express or implied warranties or conditions, including but not limited to warranties of merchantability, fitness for a particular purpose, durability, title, accuracy, and non-infringement.

No oral or written information or advice given by CRA or any of its authorized representatives shall create any other warranties or in any way increase the scope of CRA's obligations hereunder.

Termination

Either Client or CRA may terminate this agreement without cause at any time immediately upon written notice. Upon termination, Client agrees to: (i) pay all fees and expenses CRA has incurred or earned through the effective date of termination (partially completed fixed fee engagements will be billed on a time and materials basis), as well as reasonable costs directly related to CRA's termination; (ii) remove from CRA's premises all property Client owns; and (iii) return to CRA all software, access keys, confidential information, and any other property provided to Client by CRA.

If either Client or CRA breaches a material term of this agreement and fails to correct the breach within thirty (30) days of written notice of and specification of the breach, the other party may terminate this agreement and/or the affected services. If services are ended as specified in the preceding sentence, Client must pay within thirty (30) days all amounts which have accrued as well as all sums remaining unpaid for services received plus related taxes and expenses. Except for nonpayment of fees, each party agrees to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Provisions that survive termination or expiration include those relating to

limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

Entire Agreement

This agreement and attached Statement of Work constitutes the complete and exclusive statement of the parties in relation to the subject matter hereof; sets forth all obligations of the parties in relation to the subject matter hereof; supersedes all prior or simultaneous written or oral proposals, estimates and understandings relating thereto, all of which are expressly excluded.

TO: Carolyn Purwin Ryan, Cipriani & Werner PC
FROM: Andy Obuchowski, Charles River Associates
DATE: January 23, 2019
SUBJ: Statement of Work for Town of Newburgh (NY)

The following Statement of Work is prepared under the direction of Cipriani & Werner PC ("Counsel") for Town of Newburgh (NY) ("Client") to conduct digital forensics and incident response services support. Fee estimates are based on current information supplied to Charles River Associates ("CRA") and our understanding of the objectives for this project.

Our fees for the services described in this Statement of Work will be based upon actual time and material but not to exceed the Total Estimated Fees without prior written approval.

Phase I – Scoping Calls, Evidence Collection/Preservation, Secure File Transfer, Status Updates
Estimated Timeframe – Two Days

Conduct a "kick-off" call with Client to obtain detailed information surrounding the information security incident and the IT infrastructure to identify potential sources of evidence (electronic and paper). Following industry standards, forensically preserve and collect electronically stored information for further analysis.

CRA will also provide an evidence collection script/forensic imaging kit to gather forensic evidence from up to forty (40) computer systems that will be used for further analysis, as needed.

Provide feedback and suggested next steps through status update calls.

Client Assumptions

- Provide access to individuals with knowledge/access to key computer systems and evidence sources. These evidence sources may include:
 - Available computer system(s), incident documentation, and available system backups

Phase II – Forensic Analysis – Identification of Unauthorized Access
Estimated Timeframe – Three to Five Days

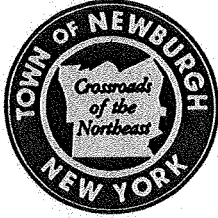
CRA will perform a thorough analysis of relevant evidence to identify potential unauthorized access or egress of sensitive information. CRA will also conduct a review of available network, system and application log files for evidence of unauthorized access to the network, computer systems, and/or electronically stored information. Identify and develop a timeline of events and determine the potential compromise of other network resources.

Identify and develop a timeline of events and determine the potential compromise of other network resources based on the analysis of the computer systems and additional logging data.

Phase III – Reporting
Estimated Timeframe – Seven to Ten Days

If requested and under direction of counsel, CRA will prepare a draft executive summary that may include scope of services provided, start/end date of the project, project summary, and detailed conclusions. Technical and confidential data will not be referenced within this summary.

Total Estimated Fees for Phases I to III: \$15,500--\$19,500



12

TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: February 26, 2019

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

Totaling: \$669.58

Feline: \$120.50

Canine: \$501.86

Other Animals: \$47.22

Invoice 700042 & 700126 is for TWO dogs where the owner is being investigated for neglect. Both dogs have subsequently been turned over to other rescue agencies due to their requiring prolonged (expensive) care. "Storm" had numerous punctures due to her fighting for food & was a high Lymes positive. "Drama" also had numerous punctures, was also high Lymes positive & had advanced heartworm.

Invoice 690737 is for a ferret that was abandoned by the owner when they moved out of the house. New owners found her while they were moving in. For billing purposes at Newburgh Vet all other animals will be billed under "Other" from here forward. Ferret has since been adopted.

TOWN OF NEWBURGH

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

Net 30 Days

Other

DO NOT WRITE IN THIS BOX

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

Invoice # _____

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|---------|----------|--------------------------------------|--------------|--------|
| 10/5/18 | 690737 | | | 47.22 |
| | | | TOTAL | 47.22 |

CLAIMANT'S CERTIFICATION

Doram Coat certify that the above account in the amount of \$ 47.22 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.

2/25/19
DATE

Doram Coat
SIGNATURE

Office Mgr
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date

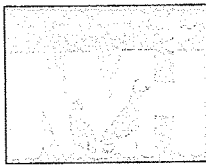
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board



Newburgh Veterinary Hospital
1716 Route 300
Newburgh, NY 12550
(845) 564-2660

February 26, 2019

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Town of Newburgh Animal Control Billing

To Whom It May Concern:

Due to an oversight on my part, I failed to bill the Town of Newburgh Animal Control for an invoice dated October 5, 2018 in the amount of \$47.22. I have included this invoice with our February 25, 2019 billing.

Please contact me with any questions you may have.

Respectfully,

Dora M. Cast
Office Manager

TOWN OF NEWBURGH

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

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

Net 30 Days

Canine

DO NOT WRITE IN THIS BOX

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

Invoice #

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|---------|----------|--------------------------------------|--------------|---------------|
| 2/8/19 | 700042 | | | 476.17 |
| 2/9/19 | 700126 | | | 9.19 |
| 2/15/19 | 700576 | | | 16.50 |
| | | | TOTAL | 501.86 |

①
②
③

CLAIMANT'S CERTIFICATION

I, Dora M Cast certify that the above account in the amount of \$ 501.86 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.

2/25/19
DATE

Dora M Cast
SIGNATURE

Office Mgr
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

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

Printed: 02-22-19 at 3:27p
Date: 02-08-19
Account: 19984
Invoice: 700042

| Date | For | Qty | Description | Price | Discount | Net Price |
|--|-------------|------|------------------------------------|--------|----------|---------------|
| 02-05-19 | Drama 9-19 | 1 | Shelter board medical alert k9 | 51.50 | 37.50 | 14.00 ** |
| 02-05-19 | | 4 | Oral, Topical medication administr | 27.20 | 13.60 | 13.60 ** |
| 02-06-19 | | 1 | Weight Monitoring | | | 0.00 |
| 02-06-19 | | 1 | X-RAY SURVEY RADS | 250.00 | 125.00 | 125.00 ** |
| 02-06-19 | | 1 | OSHA Compliance Biohazards Fee | 7.00 | 3.50 | 3.50 ** |
| 02-06-19 | | 1 | Sedation for Imaging,i.v.catheter | 79.00 | 39.50 | 39.50 ** |
| 02-06-19 | | 1 | CONSULT / EXAM - Sick | 69.50 | 38.25 | 31.25 ** |
| 02-06-19 | | 1 | Pet Insurance Review | | | 0.00 |
| Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans | | | | | | |
| 02-06-19 | | 1 | Weight Monitoring | | | 0.00 |
| 02-06-19 | | 0.70 | Hydromorphone 2mg/ml Inject/ml | 37.77 | 37.77 | 0.00 ** |
| 02-06-19 | | 0.40 | TelazolInject Control Log / ml | | | 0.00 |
| 02-06-19 | | 3 | Oral, Topical medication administr | 20.40 | 10.20 | 10.20 ** |
| 02-06-19 | | 14 | Vetprofen Tablets 75mg Individual | 28.61 | 21.89 | 6.72 ** |
| 02-06-19 | | 1 | Lyme,Hwt,Ehrlich Anaplasma 4Dx i | 110.00 | 69.75 | 40.25 ** |
| 02-06-19 | | 1 | Shelter board run | 28.00 | 14.00 | 14.00 ** |
| 02-06-19 | | 60 | Doxycycline Hyclate Tablets 100m | 59.55 | 16.35 | 43.20 ** |
| 02-07-19 | | 1 | Heartworm Test T615 | 52.50 | 26.25 | 26.25 ** |
| Heartworm disease is an enormous problem in our area,seen in not only outdoor but also indoor dogs. It is transmitted by mosquitos. The AVMA strongly recommmends that all dogs be tested once yearly and kept on a monthly preventative year round. | | | | | | |
| 02-06-19 | Storm 10-19 | 1 | Weight Monitoring | | | 0.00 |
| 02-06-19 | | 1 | CONSULT / EXAM - Sick | 69.50 | 38.25 | 31.25 ** |
| 02-06-19 | | 1 | Pet Insurance Review | | | 0.00 |
| Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans | | | | | | |
| 02-06-19 | | 1 | Lyme,Hwt,Ehrlich Anaplasma 4Dx i | 110.00 | 69.75 | 40.25 ** |
| 02-06-19 | | 10 | Vetprofen Tablets 75mg Individual | 25.45 | 20.65 | 4.80 ** |
| 02-06-19 | | 45 | Doxycycline Hyclate Tablets 100m | 49.05 | 16.65 | 32.40 ** |
| Total charges, this invoice... | | | | | | 476.17 |

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

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

Printed: 02-09-19 at 8:45a
Date: 02-09-19
Account: 19984
Invoice: 700126

| Date | For | Qty Description | Price | Discount | Net Price |
|----------|------------|-------------------------------|-------|----------|-----------|
| 02-09-19 | Drama 9-19 | 1 Heartguard+ Brown 1(single) | 13.00 | 3.81 | 9.19 ** |

Total charges, this invoice... 9.19

**Total discount included: 3.81

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

| Reminders for: Drama 9-19 (Weight: 50.0 lbs - 4d) | Last done |
|--|-----------|
| 02/20 HEARTWORM TEST | 02-07-19 |
| 08/19 FECAL EXAM | |
| 06/19 CANINE RABIES / 1YEAR | |
| 06/19 Spay your pet at 5-6 months | |
| 04/19 Canine Kennel Cough Vacc -1 ye | |
| 03/19 VANGUARD PUPPY 5 #1 | |

Drama 9-19's weight history (in lbs)

| | |
|----------|-------|
| 02-06-19 | 50.00 |
| 02-06-19 | 46.63 |

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

3

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

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

Printed: 02-26-19 at 3:06p
Date: 02-15-19
Account: 19984
Invoice: 700576

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|----------------|-----|-----------------------|-------|----------|-----------|
| 02-15-19 | Daylight 13-19 | 1 | CANINE RABIES / 1YEAR | 35.00 | 18.50 | 16.50 ** |

Total charges, this invoice... 16.50

**Total discount included: 18.50

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

LIKE US ON FACEBOOK.COM!

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

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

TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

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

DEPARTMENT

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

Net 30 Days

Invoice #

Feline

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|--------|----------|--------------------------------------|--------------|---------------|
| 2/2/19 | 699666 | | | 120.50 |
| | | | TOTAL | 120.50 |

CLAIMANT'S CERTIFICATION

Dora M Cast

certify that the above account in the amount of \$ 120.50 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.

2/25/19
DATE

Dora M Cast
SIGNATURE

Office Manager
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660



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

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

Printed: 02-02-19 at 1:13p
Date: 02-02-19
Account: 4417
Invoice: 699666

| Date | For | Qty | Description | Price | Discount | Net Price |
|--|------------|------|------------------------------------|--------|----------|------------|
| 02-02-19 | Willets St | 1 | FeLV/FIV ELISA in hosp | 120.00 | 71.50 | 48.50 ** ✓ |
| 02-02-19 | | 1 | NEUTER FELINE | 94.50 | 52.50 | 42.00 ** |
| 02-02-19 | | 1 | Weight Monitoring | | | 0.00 |
| 02-02-19 | | 1 | Feline Rabies/ Purevax 1yr | 40.50 | 21.25 | 19.25 ** |
| Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants. | | | | | | |
| 02-02-19 | | 1 | FELINE RHINO/PANLEUK/CALICI | 31.00 | 17.25 | 13.75 ** |
| Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice. | | | | | | |
| 02-02-19 | | 0.50 | Penicillin G Inject / ml (in hosp) | 30.33 | 30.33 | 0.00 ** |
| 02-02-19 | | 0.15 | TelazolInject Control Log / ml | | | 0.00 |
| 02-02-19 | | 0.15 | BuprenorphineSR Inject/ml in hosp | 40.95 | 40.95 | 0.00 ** |
| 02-02-19 | | 1 | Contributed by Jake's Fund | 0.00 | 75.00 | -75.00 ** |
| 02-02-19 | | 1 | Shelter euthanasia and body care f | | | 72.00 ✓ |

Total charges, this invoice... 120.50

**Total discount included: 308.78

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

LIKE US ON FACEBOOK.COM!

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

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



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: RESOLUTION OF TOWN BOARD AUTHORIZING 2019-2020
AMENDMENT AND EXTENSION AGREEMENT IN
SUPPORT OF TRANSPORTATION SERVICES FOR THE
ELDERLY (CSE) PROGRAM
OUR FILE NO. 800.1(B)(16)(2011)

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

DATE: MARCH 7, 2019

In accordance with the Supervisor's request, enclosed please find the following resolution pertaining to an Agreement with Orange County for reimbursement of senior transportation expenses:

**RESOLUTION OF TOWN BOARD AUTHORIZING 2019-2020
AMENDMENT AND EXTENSION AGREEMENT IN SUPPORT OF
TRANSPORTATION SERVICES FOR THE ELDERLY (CSE)
PROGRAM**

Copies of the Agreement for Vendor Services with Orange County are also enclosed.

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

MCT:kac
Enclosure

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
Robert Petrillo, Commissioner of Parks, Recreation and Conservation (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 March, 2019 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paule I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING 2019-2020
AMENDMENT AND EXTENSION
AGREEMENT IN SUPPORT OF
TRANSPORTATION SERVICES FOR
THE ELDERLY ("CSE") PROGRAM
RFP-OFA01-16

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

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

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

WHEREAS, it is required by the County of Orange that the Town Board approve the 2019-20
Amendment and Extension Agreement ("Amendment #4") to the Agreement for Vendor Services
(the "Agreement") in connection with transportation services under the Community Services for the
Elderly (CSE) programs as agreed upon with the Orange County Office for the Aging, its form and
manner of execution, and

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

WHEREAS, the Town Board previously approved a certain Amendment and Extension
Agreement effective as of April 1, 2018 ("Amendment #2"); and

WHEREAS, the Town Board previously approved a certain Amendment to Agreement for
Vendor Services effective November 1, 2018 ("Amendment #3") (collectively Amendment #1,
Amendment #2 and Amendment #3 are hereinafter referred to as the "Amendments").

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of
Newburgh approve the Amendment and Extension Agreement ("Amendment #4") to the Agreement,

as previously amended by the Amendments with the County of Orange in support of transportation services under the Community Services for the Elderly (CSE) program as to its form and manner of execution and authorizes the Supervisor to sign and deliver the agreement and/or ratifies his signature thereon.

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



OFFICE FOR THE AGING

Steven M. Neuhaus
County Executive

Ann Marie Maglione
Director

February 28, 2019

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

Dear Mr. Piaquadio:

Enclosed please find Amendment No. 4 to the 2016-2017 CSE to exercise renewal option #3. Please sign indicated and return the entire document to this office. A copy will be sent to you once it is fully executed.

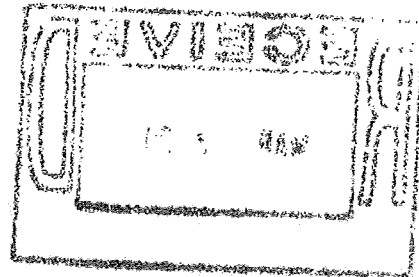
A copy of the resolution permitting the Supervisor to enter into this Agreement must accompany the signed contract.

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

Best regards,


Dina Sena
Fiscal Manager

Enclosure



AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement ("Amendment #4"), effective as of April 1, 2019 ("Effective Date"), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("County") and **Town of Newburgh**, a municipal corporation with principal offices at 1496 Route 300, Newburgh, NY 12550 ("Vendor"), as set forth herein amends that certain Agreement for Vendor Services effective as of April 1, 2016 ("Agreement"), as previously amended and extended by that certain Amendment and Extension Agreement effective as of April 1, 2017 ("Amendment #1") and as previously modified by that certain Amendment and Extension Agreement effective as of April 1, 2018 ("Amendment #2"), and as previously modified by that certain Amendment to Agreement for Vendor Services effective as of November 1, 2018 ("Amendment #3"), which together with Amendment #1 and Amendment #2 may be referred to herein collectively as the "Amendments". County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

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

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

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

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

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

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

WHEREAS, the Parties agreed, by Amendment #2, to renew and extend the Agreement for an additional period of one (1) year, commencing on April 1, 2018 ("Renewal Term #2"), at a cost not to exceed \$19,759;

WHEREAS, the County, by Amendment #3, modified the Agreement to increase the funding available for the Services during Renewal Term #2 from \$19,759.00 to \$29,759.00 based upon actual expenses of Vendor; and

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

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

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #4 as if set forth at length herein.

2. The Agreement is hereby extended for an additional one (1)-year period, commencing on April 1, 2019 and ending on March 31, 2020 ("Renewal Term #3").

3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #3, which is March 31, 2020.

4. The not to exceed cost for Renewal Term #3, to be paid by the County to the Vendor for the Services, is \$19,759.00.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$99,036.00.

6. The annexed Schedule B-3, which sets forth the units of service, cost of units and total cost of service performed during Renewal Term #3 hereby supersedes and replaces Schedule B-2 (annexed to the Agreement) in its entirety.

7. **Sexual Harassment Certification by Vendor.** Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #4, Vendor and the individual signing this Amendment #4 on behalf of the Vendor certifies, under penalty of perjury, that Vendor 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 shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York 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.orangecountygov.com/1137/Human-Resources>.

8. Except as modified by this Amendment #4, the Agreement, as previously modified by the Amendments, remains unchanged and in full force and effect. The terms used in this Amendment #4, unless otherwise defined herein, shall have the meanings as set forth in the Agreement, as previously modified by the Amendments. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #4 and the Agreement, as previously modified by the Amendments, the terms and conditions of this Amendment #4 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #4 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

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

DATE: _____

Town of Newburgh

By: _____
Name: Gil Piaquadio
Title: Supervisor

DATE: _____

SCHEDULE B-3

FEES AND EXPENSES

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

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

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

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

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

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

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

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

Address: _____

Name and Title of Person Submitting this Form: _____

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

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

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

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

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

By: _____ Date: _____
Signature

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

Background:

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

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

Instructions:

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

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

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

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

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

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

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

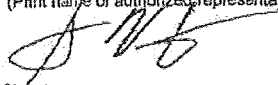
This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force.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

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

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

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

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

Certified by:  04/01/2018
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2018

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

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

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

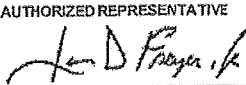
COVERAGES **CERTIFICATE NUMBER: 38104680** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <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/DP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" 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 \$ PER STATUTE OTH-ER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

Regarding Recreation Agreement

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

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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 & Address of Insured (use street address only)</p> <p>TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e.; Wrap-Up Policy)</i></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.

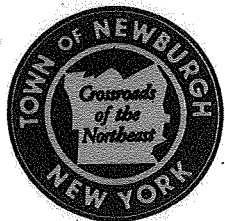
Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

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.



14A



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell
Chief of Police

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

March 11, 2019

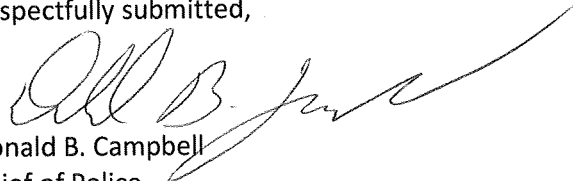
To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Transport of Armored Vehicle

I am requesting the Town Board approve the transport of an R31 MRAP Armored Vehicle from Herlong, California. The company doing the transport is J&T Company and the cost of the transport is \$7,700 to be paid from out of our federal seizure account(001-3120-0485-0000-0000). The vehicle is valued at over \$250,000 and is provided to us from the United States Military at no cost. The vehicle will take the place of our current armored Vehicle that will be repurposed to another law enforcement agency.

Respectfully submitted,


Donald B. Campbell
Chief of Police

Original Invoice

payment to:

.T. & Company, Inc.

P.O. Box 687

Nixa, MO. 65714

Phone: (417) 581-8200

Fax: (417) 581-8212

All amounts in US Dollars

| | |
|------------------|--------------|
| INVOICE # | 16246 |
| Invoice Date: | 03/05/2019 |
| Load #: | 16246 |
| Ship Date: | / / |
| Delivery Date: | 03/08/2019 |
| Load Type: | TL |
| P.O. #: | |

Bill To:

TOWN OF NEWBURGH POLICE DEPT.

300 GARDENER ROAD

ATTN: OFFICER STROH

NEWBURGH, NY 12550

Ordered By:

TOWN OF NEWBURGH POLICE DEPT.

300 GARDENER ROAD

ATTN: OFFICER STROH

NEWBURGH, NY 12550

Load Details

Shipper DLA SERVICES SIERRA
74 CURRANT ST. BLDG S-315 DLA
ATTN: MIGUEL, HOURS MON-THUR 7-2
HERLONG , CA

Ship Date / /
Phone: (530) 827-4563

Consignee TOWN OF NEWBURGH MAINTENANCE
90 GARDNERTOWN RD
ATTN: RON STROH
NEWBURGH , NY

Delivery Date / /
Phone: (845) 522-4420

Rates and Charges

| Description | Qty | Price | Extended |
|-------------------------|-----|-------|--------------------------|
| Flat Rate | | | 7700.00 |
| (USD) Total Rate | | | \$ 7,700.00 (USD) |

Notes: R31 Mrap
21 X 8'6 X 11'7 41000#
Double Drop Rgn Full 2749 Miles

Thanks for your business !!



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

14B

PERSONNEL DEPT.

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

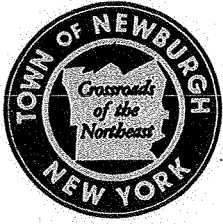
To: Supervisor Piaquadio ✓
Town Board Members

From: Charlene M Black, Personnel Director 

Date: March 6, 2019

Re: Full Time Police Officers

Please find attached the three candidates: Joseph Jados, Pasquale Libassi and Michael Surita that Police Chief Campbell has recommended. They all have had their backgrounds and psychological testing done, which came back favorably. They all will need to attend the Police Academy. Their start date will be March 25th, 2019, pending their physical which Orange County Human Resources sends them for. Thank you in advance for your approval on these three gentlemen.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

March 6, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Joseph Jados as a full-time police officer at a starting rate of \$54,574 per year. Mr. Jados is currently reachable on the Orange County Civil Service Police Eligibility list. I am requesting Mr. Jados receive a start date effective March 25, 2019 pending the completion of a thorough background investigation, physical and registration into the Orange County Police Academy. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Joseph Kelos

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full Time

HOURLY RATE: Annual Rate \$54,574

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-00

PROPOSED HIRE DATE: 3/25/19

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

[Signature]
DEPARTMENT HEAD SIGNATURE

3/6/19
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

March 6, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Pasquale Libassi as a full-time police officer at a starting rate of \$54,574 per year. Mr. Libassi is currently reachable on the Orange County Civil Service Police Eligibility list. I am requesting Mr. Libassi receive a start date effective March 25, 2019 pending the completion of a thorough background investigation, physical and registration into the Orange County Police Academy. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Resqude Libassi

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full Time

^{Annual} HOURLY RATE: \$54,574

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

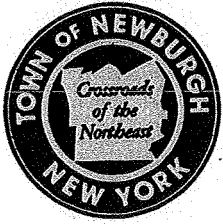
PROPOSED HIRE DATE: 3/25/19

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

[Signature]
DEPARTMENT HEAD SIGNATURE

3/6/19
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

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

March 6, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Michael Surita as a full-time police officer at a starting rate of \$54,574 per year. Mr. Surita is currently reachable on the Orange County Civil Service Police Eligibility list. I am requesting Mr. Surita receive a start date effective March 25, 2019 pending the completion of a thorough background investigation, physical and registration into the Orange County Police Academy. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Surita

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full Time

HOURLY RATE: Annual 854,574

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100

PROPOSED HIRE DATE: 3/25/19

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

[Signature]
DEPARTMENT HEAD SIGNATURE

3/6/19
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT