

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

WORKSHOP MEETING AGENDA
Monday, April 23, 2018
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. ACCOUNTING: Budget Adjustments
7. ANIMAL CONTROL:
 - A. Hiring of Full Time Animal Control Officer
 - B. Modification of Code (Chapter 56)
8. ENGINEERING:
 - A. Inspection of Retaining Wall on Grand Avenue
 - B. Chadwick Lake Filter Plant – Resiliency Improvements
 - C. Water Supply Budget Transfer
9. NEWBURGH SENIOR HORIZONS: Refinancing
10. FEES: Code Amendment for Electric Signs Special Permit Fees
11. INTER-GOVERNMENTAL TRANSFER/DONATION
12. RESOLUTIONS:
 - A. Standard Work Day for Elected Officials
 - B. Orange County Senior Bus
 - C. DOT Study of Intersection Route 207 and Old Little Britain Road
 - D. Orange County Traffic Study of Intersection of Fostertown and New Road
13. FRIENDS OF SENIORS: Service Agreement
14. HIGHWAY DEPARTMENT:
 - A. Authorization to Purchase New Super Cab
 - B. Authorization to Hire Five Seasonal Employees
15. RECREATION:
 - A. Request to Hire Seasonal Employees
 - B. Septic Tank Pumping Service
16. POLICE: Acceptance of Stop DWI Funding
17. FLEET MAINTENANCE: Surplus Vehicles and Equipment
18. ADJOURNMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

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RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Town Board
CC: Gil Piaquadio, Town Supervisor
From: Ronald E Clum, Town Accountant
Date: April 10, 2018
RE: Budget Adjustments

In order to remit a payment to NYS Homeland Security for a de-obligation pay-back I will need to do the following budget adjustment within the Highway Fund, where the original cash receipt was deposited.

From:	030-1964-0499 Highway – Refund of Property Taxes	\$25,024
To:	030-5010-0499 Highway – Other Expenses	\$25,024

Thank you in advance for your approval.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

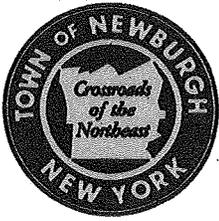
To: Supervisor Piaquadio, ✓
Town Board

From: Charlene M Black, Personnel 

Date: April 13, 2018

Re: Full Time Animal Control Officer

Please find attached the Employee Request Form and a letter from Chief Campbell requesting the approval to hire Tracey Carvell as a Full Time, Animal Control Officer. Start date will be on or after May 3, 2018, pending all necessary paperwork, physical, drug/alcohol testing and fingerprints, with a rate of pay of \$17.7098 per hour per the CSEA Contract.



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

April 13, 2018

To: Newburgh Town Board

Cc: Charlene Black/Personnel

From: Chief Donald B. Campbell

Subject: Full Time Animal Control Officer Position

I am requesting authorization to hire Tracey Carrell to the currently vacant position of Full Time Animal Control Officer, with a start date of on or after May 3, 2018. The position was posted from March 19, 2018 until March 27, 2018 and interviews were conducted in accordance with the current CSEA contract. The position has a starting salary of \$17.71 per hour and the work week is from Sunday-Thursday. Fund appropriation 001-3510-0100

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Tracey Carroll

DEPARTMENT: Animal Control

TITLE OF POSITION: Animal Control Officer

FULL TIME OR PART TIME: Full Time

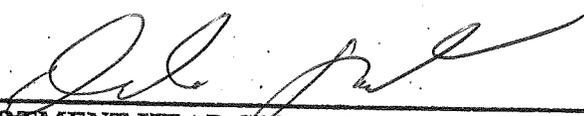
HOURLY RATE: \$17.7097 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3510-0100

PROPOSED HIRE DATE: May 3, 2018

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


DEPARTMENT HEAD SIGNATURE

4/13/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



Gil Piaquadio <supervisor@townofnewburgh.org>

FW: Animal Control Code Provision

1 message

Mark Taylor <MTaylor@riderweiner.com>

Thu, Mar 22, 2018 at 6:12 PM

To: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org>

Cc: "councilmanruggiero@townofnewburgh.org" <councilmanruggiero@townofnewburgh.org>,
"councilwomangreene@townofnewburgh.org" <councilwomangreene@townofnewburgh.org>,
"councilmanpresutti@townofnewburgh.org" <councilmanpresutti@townofnewburgh.org>,
"councilmanmanley@townofnewburgh.org" <councilmanmanley@townofnewburgh.org>

Gil,

As mentioned at our staff meeting on Monday, the following is a suggested revision to the Animal Control provisions of the Code, which would eliminate the need for a notary public to verbally administer an oath prior to the person filing a complaint, but subject the filing person to legal consequences for not telling the truth. If the Board does not want to entertain that change, then we recommend inserting "or affirmation" after "under oath." An affirmation must also be verbally administered by a notary public, but does not have the religious implications of an oath.

Thanks,

Mark

§ 56-10 Filing of complaints.

Any person who observes a dog in violation of this article may file a complaint under ~~oath~~ penalty of perjury with the Animal Control Department of the Town of Newburgh specifying the nature of the violation, the date thereof, a description of the dog and the name and residence, if known, of the owner of such dog. Such complaint may serve as the basis for enforcing the provisions of this article.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Avenue, Suite 101
New Windsor, NY 12553-4749
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

April 13, 2018

VIA E-MAIL

engineering@townofnewburgh.com

James W. Osborne, PE, Town Engineer
Town of Newburgh
308 Gardnertown Road
Newburgh, New York 12550

Re: Proposal for Professional Services
Grand Avenue Retaining Wall
Town of Newburgh, Orange County, New York
MC Proposal No. 18001781P

Dear Mr. Osborne:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for a proposed repair of the subject retaining wall. We understand that a small section of the rubble stone masonry retaining wall, running along the east shoulder of the road, has collapsed.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.



SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 DATA COLLECTION

Maser Consulting will review available documents and visit the site to determine the cause of the partial collapse of the existing rubble stone masonry retaining wall. We will take photographs and partial measurements as deemed necessary.

Maser Consulting will prepare and submit a letter report with our findings, conclusions and recommendations.

Phase 1.0 Lump Sum Fee **\$ 2,500.00**

PHASE 2.0 CONSTRUCTION DOCUMENTS

Depending on the findings, and in coordination with your office, we will present you a separate proposal for the Construction Documents and other phases of the project.

Phase 2.0 Lump Sum Fee **To Be Determined**

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0 DATA COLLECTION	\$ 2,500.00
PHASE 2.0 CONSTRUCTION DOCUMENTS	\$ TBD

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.



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 15 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, mileage, 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 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors 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 subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/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 subconsultant/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 subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/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/contractor 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 are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



April 16, 2018

VIA EMAIL

Town of Newburgh, New York
1496 Route 300
Newburgh, New York 12550
Attention: Gil Piaquadio, Supervisor

Re: Senior Horizons of Newburgh

Dear Mr. Piaquadio:

We are writing, on behalf of our client, to request your consent to the refinancing of the above-referenced affordable housing complex (the "Apartment Complex"). The owner of the Apartment Complex, Newburgh Seniors, L.L.C., is a redevelopment company organized under Article V of the New York State Private Housing Finance Law ("PHFL Art V"). Section 111 of PHFL Art V requires the consent of the "Supervising Agency" be obtained for the borrowing of mortgage loans by redevelopment companies such as the Company. Under PHFL Art V, the comptroller or chief financial officer, as applicable, of the municipality in which the housing project of the redevelopment company is located, is designated as the Supervising Agency with respect to such housing project.

The Company desires to refinance the existing mortgage on the Apartment Complex held by the New York State Housing Finance Agency with a mortgage loan from the Federal Home Loan Mortgage Corporation, originated by The Community Preservation Corporation. The refinancing of this existing debt is for the benefit of the Apartment Complex and its residents. The lower interest rate provided by the Federal Home Loan Mortgage Corporation will help the Company keep the Apartment Complex rents as low as possible and ensure the long-term affordability of the Apartment Complex to its residents. Attached to this letter is the consent form that we are requesting be executed by you as evidence of your consent to this refinancing. Should you have any questions, please do not hesitate to contact me at (518) 465-1500, extension 230, or mbeskid@chwattys.com.

Thank you very much for your continuing support of the Apartment Complex.

Very truly yours,

Cannon Heyman & Weiss, LLP

Melissa M. Beskid
Melissa M. Beskid

cc: Mark C. Taylor, Esq.
Ken Regan

GJC/REGDEV.170258/CORR/SUP AGENCY CONSENT REQUEST

**CONSENT AND APPROVAL
OF THE SUPERVISING AGENCY**

I, Gil Piaquadio, the Supervisor of the Town of Newburgh, County of Orange, New York, for purposes of Section 111 of the Private Housing Finance Law of the State of New York, hereby consent to the refinancing of the Senior Horizons of Newburgh affordable senior housing project (the "Apartment Complex") by Newburgh Seniors, L.L.C. (the "Redevelopment Company") and the execution and delivery by the Redevelopment Company of all documents required by The Community Preservation Corporation and/or the Federal Home Loan Mortgage Corporation in connection therewith, including, without limitation, the mortgage documents to be recorded against the Apartment Complex.

Gil Piaquadio, Supervisor of the Town of Newburgh

Dated: April __, 2018



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAWS AMENDING THE MUNICIPAL CODE'S
SIGN REGULATIONS: PLANNING BOARD FEES
OUR FILE NO. 800.1(B)() () (2015, 2017, 2018)

DATE: April 17, 2018

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

The Electronic and Illuminated Signs Local Law contains a requirement that applicants obtain a special use permit from the Planning Board before obtaining a building permit for new or replacement signs containing Electronic Message Displays. "Electronic Message Displays may be permitted with the approval of a special use permit from the Planning Board in the B, IB and I zoning districts and on properties fronting on NYS highways in the RR, AR, R-1, R-2 and R-3 zoning districts, subject to the following standards and requirements . . ." State law requires the designated administrative board conduct a public hearing before a special use permit is granted.

Currently the Municipal Code does not provide for fees for applications to the Planning Board for special permits. The Code does, however, establish a minimum escrow for consultants for Planning Board Special Permit applications of \$1,000, if no building square footage is involved. The Municipal Code also establishes a \$150 fee for special permit applications to the ZBA (i.e. accessory apartment applications) and a \$150 fee for Planning Board public hearings for subdivisions and site plans.

The Town Board may wish to consider amending the Code to include fees for the special permit application to the Planning Board and the special permit public hearing, potentially matching the \$150 fees already in place for other types of special permit applications and public hearings. That would be \$300 in total fees plus the escrow. A local law and public hearing would be required for the fee amendment.

Given the minimum two meetings that will likely be necessary, Chairman Ewasutyn estimates the actual consultant and transcription costs will range between \$1,000 - \$1,500 for each application. The Board may also wish to consider increasing the initial escrow deposit for these applications so replenishment requests aren't needed on a regular basis in order to pay bills.

Page -2-

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

MCT:kac

Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
John Ewasutyn, Planning Board Chairman (via e-mail)
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Ronald Clum, Town Accountant (via e-mail)



Office of the New York State Comptroller
 New York State and Local Retirement System
 Employees' Retirement System
 Police and Fire Retirement System
 110 State Street, Albany, New York 12244-0001

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

RS 2417-A
(Rev. 3/14)

BE IT RESOLVED, that the Town of Newburgh 103448 hereby establishes the following standard work days for these titles and (Name of Employer) (Location Code)
 will report the officials to the New York State and Local Retirement System based on time keeping system records or their record of activities:

Title	Standard Work Day (Hrs/day) Min. 6 hrs Max. 8 hrs	Name (First and Last)	Social Security Number (Last 4 digits)	Registration Number	Tier 1 (Check only if member is in Tier 1)	Current Term Begin & End Dates (mm/dd/yy-mm/dd/yy)	Participates in Employer's Time Keeping System (Yes/No-If Yes, do not complete the last two columns)	Record of Activities Result*	Not Submitted (Check only if official did not submit their Record of Activities)
Elected Officials									
Councilman	6	Paul Puggero	8248	32954491	<input type="checkbox"/>	1/1/18 - 12/31/18	NO	12.20	<input type="checkbox"/>
Rec of Taxes	6	Deborah Smith	4002	42197418	<input type="checkbox"/>	1/1/18 - 12/31/18	NO	26.66	<input type="checkbox"/>
Town Clerk	6	Andrew Zarstke	6078	11826351	<input checked="" type="checkbox"/>	1/1/18 - 12/31/18	NO	26.66	<input type="checkbox"/>
Appointed Officials									
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>
					<input type="checkbox"/>				<input type="checkbox"/>

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

I, _____, secretary/clerk of the governing board of the _____ of the State of New York, (Name of secretary or clerk) (Circle one) (Name of Employer)
 do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this _____ day of _____, 20____ (Signature of the secretary or clerk) (Name of Employer)

Affidavit of Posting: I, _____, being duly sworn, deposes and says that the posting of the Resolution began on _____ and continued for at least 30 days. That the Resolution was available to the public on the _____ (Date)

- Employer's website at _____
- Official sign board at _____
- Main entrance secretary or clerk's office at _____

(seal)

12A

12C



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 TO REQUEST TRAFFIC STUDY OF
THE INTERSECTION OF NYS ROUTE 207 AND
OLD LITTLE BRITAIN ROAD
OUR FILE NO. 800.1 (B)() (2018)

DATE: APRIL 17, 2018

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS
David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
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M. Justin Rider
Donna M. Badura
Amber L. Camio

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

COUNSEL
Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL
Craig F. Simon
Irene V. Villacci

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution for the Town Board's consideration:

RESOLUTION TO REQUEST TRAFFIC STUDY OF THE
INTERSECTION OF NYS ROUTE 207 AND OLD LITTLE
BRITAIN ROAD.

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

MCT:sel
Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
John P. Ewasutyn, Planning Board Chairman (via e-mail)
James Osborne, Town Engineer (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of April, 2018 at 7:30 P.M., Prevailing Time.

PRESENT:

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

RESOLUTION TO REQUEST
TRAFFIC STUDY
OF THE INTERSECTION
OF NYS ROUTE 207
AND OLD LITTLE
BRITAIN ROAD

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

WHEREAS, members of the Town Board have received numerous concerns and requests in regard to unsafe traffic conditions at the intersection of NYS Route 207 and Old Little Britain Road; and **WHEREAS**, in particular, turning onto NYS Route 207 from Old Little Britain Road is extremely difficult and dangerous.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board has determined that it is in the best interest of the traveling public and for the general public health, safety and welfare that by this resolution, the Town of Newburgh Town Board hereby requests that the NYSDOT conduct an engineering study of traffic conditions and physical characteristics of the intersection of NYS Route 207 to determine whether installation of a traffic control signal is justified; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Newburgh hereby authorizes and directs the

Town Clerk provide a certified copy of this resolution to , the Hon. William J. Larkin, Jr., Senator for the 39TH District, the Hon. Frank Skartados, Assemblyman for the 104TH District, the NYS Department of Transportation, Region 8, Lance MacMillan, P.E., Regional Director and Adam Levine, P.E., AICP Regional Traffic Engineer, 4 Burnet Boulevard, Poughkeepsie, NY 12603, and the Town Clerk and the Town Supervisor be authorized to take any additional action or provide additional information as may be necessary to effectuate the terms of this resolution.

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

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

The motion was thereupon declared duly adopted.



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

P: 845.562.9100

F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

RE: RESOLUTION TO REQUEST TRAFFIC STUDY OF
THE INTERSECTION OF ORANGE COUNTY ROUTE 86
(FOSTERTOWN ROAD), NEW ROAD AND
NORTH FOSTERTOWN ROAD
OUR FILE NO. 800.1 (B)() (2018)

DATE: APRIL 17, 2018

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider
Donna M. Badura
Amber L. Camio

M. J. Rider
(1906-1968)

Elliott M. Weiner
(1915-1990)

COUNSEL

Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL

Craig F. Simon
Irene V. Villacci

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution for the Town Board's consideration:

**RESOLUTION TO REQUEST TRAFFIC STUDY OF THE
INTERSECTION OF ORANGE COUNTY ROUTE 86
(FOSTERTOWN ROAD), NEW ROAD AND NORTH
FOSTERTOWN ROAD.**

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

MCT:sel
Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
John P. Ewasutyn, Planning Board Chairman (via e-mail)
James Osborne, Town Engineer (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of April, 2018 at 7:30 P.M., Prevaling Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Elizabeth J. Greene, Councilwoman
Paul J. Ruggiero, Councilman
James E. Presutti, Councilman
Scott M. Manley, Councilman

RESOLUTION TO REQUEST
TRAFFIC STUDY
OF THE INTERSECTION
OF ORANGE COUNTY
ROUTE 86 (FOSTERTOWN ROAD)
NEW ROAD AND NORTH
FOSTERTOWN ROAD

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

WHEREAS, members of the Town Board have received numerous concerns and requests in regard to unsafe traffic conditions at the intersection of Orange County Route 86 (Fostertown Road), New Road and North Fostertown Road.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board has determined that it is in the best interest of the traveling public and for the general public health, safety and welfare that by this resolution, the Town of Newburgh Town Board hereby requests that the Orange County Department of Public Works conduct an engineering study of traffic conditions and physical characteristics of the intersection of Orange County Route 86 (Fostertown Road), New Road and North Fostertown Road to determine whether installation of a traffic control signal or other traffic safety measures is justified; and

BE IT FURTHER RESOLVED, that the Town Board of the Town of Newburgh hereby authorizes and directs the Town Clerk provide a certified copy of this resolution to Steven M. Neuhaus, County Executive and Erik Denega, P.E., P.M.P., Orange County Commissioner of Public Works, P.O. Box 509, Goshen, NY 10924, and

BE IT FURTHER RESOLVED, that the Town Clerk and the Town Supervisor be authorized to take any additional action or provide additional information as may be necessary to effectuate the terms of this resolution.

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

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

The motion was thereupon declared duly adopted.



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: NEWBURGH FRIENDS OF SENIORS MOU
OUR FILE NO. 800.1 (C)() (2018)

DATE: APRIL 17 2018

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS
David L. Rider
Charles E. Frankel
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M. J. Rider
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Elliott M. Weiner
(1915-1990)

COUNSEL
Stephen P. Duggan, III
John K. McGuirk

OF COUNSEL
Craig F. Simon
Irene V. Villacci

In accordance with Supervisor Piaquadio's request, enclosed please find a draft Memorandum of Understanding ("MOU") between the Town and Town of Newburgh Friends of Seniors with regard to the provision of volunteer senior services to Town residents. The MOU is for the calendar year 2018 commencing retroactively as of January 1, 2018.

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

MCT:sel
Enclosures

cc: Andrew J. Zarutskie, Town Clerk (via e-mail)
Robert Petrillo, Commissioner of Parks, Recreation and Conservation (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF NEWBRGH
AND THE TOWN OF NEWBURGH
FRIENDS OF SENIORS
JANUARY 1, 2018 – DECEMBER 31, 2018**

This Memorandum of Understanding (“MOU”) is made effective as of the 1st day January, 2018 by and between the Town of Newburgh, a municipal corporation of the State of New York (“Town”) and the Town of Newburgh Friends of Seniors (“Friends”) with regard to the provision of certain volunteer based senior services to residents of the Town (Town and Friends are each also referred to as a “party”).

The Town provides a diverse program of activities and services addressing the needs of older adults in the community. The Friends provide social, transportation, assistance, information and referral services in order to improve the quality of life of older adults and adults with disabilities, particularly those seeking to maintain their independence, in supplementation of the Town’s senior services.

This MOU memorializes the mutual understandings and agreements between the Town and Friends.

The Friends agree to undertake the following, subject to its obtaining an adequate number of local volunteers:

1. Provide a coordinator (paid or volunteer);
2. Recruit volunteers;
3. Perform intakes (home assessments) to residents requesting services;
4. Provide volunteer escorts to residents for local appointments;
5. Provide volunteer help to residents with grocery shopping;
6. Provide volunteer home visits in the Town;
7. Provide volunteer telephone contacts with residents;
8. Provide volunteer clerical assistance to residents; and
9. Provide referrals to residents needing other services.

Friends agrees to continue current arrangements with Jewish Family Services of Orange County, Inc. or to secure replacement arrangements for (1) the conduct of background checks on volunteers, (2) such training of volunteers as it determines appropriate to perform their duties and (3) the provision of general volunteer liability insurance and supplemental automobile liability insurance to all volunteers while they perform volunteer duties under the Friends name. Friends further agrees to notify the Town in writing if any of these arrangements are terminated without replacement arrangements having been put in place.

In consideration of the above services, the Town agrees to pay to Friends the sum of \$2,000.00 for the 12 month period commencing January 1, 2018 and ending December 31, 2018 in ____ () equal installment(s). Friends shall submit vouchers for each payment in a form prescribed by the Town, and the submitted vouchers shall be processed and approved by the Town in accordance with its normal policies and procedures.

Each party agrees to defend and indemnify the other from all actions, claims, lawsuits, damages and liabilities which may be made against such party arising from or as a result of the negligence of the indemnifying party.

The undersigned have reviewed the above and agree to the items outlined. This MOU is in effect for the one year period commencing January 1, 2018 and ending December 1, 2018. Each party may terminate this MOU at any time, for any or no cause, providing that the other party is given 30 days prior written notice.

Town of Newburgh, NY

Town of Newburgh Friends of Seniors

Gilbert J. Piaquadio, Supervisor
Print Name and Title

Print Name and Title

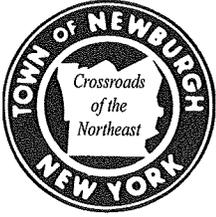
Signature

Signature

Date

Date

14A



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, & Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: April 12, 2018
RE: Super Cabs

I am requesting permission to order new super cab. The bid price is \$56,083.24 we will be piggybacking from the Onondaga Bid quotes # 26945 the specifications are attached. We are looking at the Ford 450, super cab with plow. We are transitioning to Gas vehicles for additional savings. This will be taken from Highway Equipment/Other Capital Account # 030.5130.0200.

If you have any questions feel free to contact me. Thank you.

MH:ch
cc: Ron Clum, Accounting



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: George Woolsey Jr

Purchase Order#:

Town of Newburgh
 88 Gardnertown Rd
 Newburgh NY12550
 Phone: 845-561-2288 Fax: 845-561-3975
 Email: fleetmaintenance@townofnewburgh.org

Quote# 26945
 Onondaga Bid 7974 2019

Item Description	Code	Qty	Your Price	MSRP
2019 Ford F-450 XL Crew Cab 4x4 DRW 179 WB 60 CA	W4H	1	\$ 36,766.54	\$ 45,815.00
Race Red	PQ	1	\$ 0.00	\$ 0.00
6.8L 3 Valve Gas SOHC EFI NA V10	Std	1	\$ 0.00	\$ 0.00
TorqShift® Six-Speed automatic w/SelectShift® automatic	Std	1	\$ 0.00	\$ 0.00
Cab Steps (w/ Super/Crew Chassis Cab)	18B	1	\$ 400.50	\$ 445.00
Electronic Shift-on-the-Fly 4x4	213	1	\$ 0.00	\$ 0.00
Snow Plow Package	473	1	\$ 166.50	\$ 185.00
Cruise Control	525	1	\$ 211.50	\$ 235.00
TowCommand Integrated Trailer Brake Controller	52B	1	\$ 243.00	\$ 270.00
Premium Electronic AM/FM Stereo w/ Single CD Player/Clock(XL fleet only) Includes Sync.	585	1	\$ 495.00	\$ 550.00
Power Equip Group on XL Only (Crew Cabs)	90L	1	\$ 1,012.50	\$ 1,125.00
LT225/70Rx19.5G BSW Max Traction (Six) (4x4)	TGB	1	\$ 193.50	\$ 215.00
Axle, Limited Slip 4.88 Ratio (6.8L)	X8L	1	\$ 324.00	\$ 360.00
Ford Incomplete Vehicle Powertrain Warranty 5 year, 100,000 mi , 4,000 hr - \$100.00 Deductible Gas	Warr	1	\$ 2,200.50	\$ 2,445.00
Ford Powertrain \$0.00 Deductible Surcharge	Warr	1	\$ 115.00	\$ 115.00
Ford Snow Plow Surcharge	Warr	1	\$ 695.00	\$ 695.00
Delivery to Region 5	Reg 5	1	\$ 362.00	\$ 362.00
Special Value credit to help pay for Body and Plow. and warranty		1	\$ -5,000.00	\$ 0.00
DU9-4 HR520 & 1/4 Cab Shield- Rugby Dump Body Paint to Match Cab Color, Undercoat body, Backup Alarm, Body up warning light.		1	\$ 9,625.00	\$ 13,750.00
LED Highlighter Mini Light Bar		1	\$ 645.40	\$ 922.00
Fisher 9' Minute Mount 2 Trip Edge Plow		1	\$ 6,020.00	\$ 8,600.00
Hitch Plate w/ 8 Ton 2" Ball Pintle, D-rings, & 7-way plug		1	\$ 742.00	\$ 1,060.00
Superior Signal LED Warning Strobe - Oval - Pair		1	\$ 515.30	\$ 736.14
Cut Extra Holes for LED strobes		1	\$ 70.00	\$ 100.00
Electric Double Acting Pump		1	\$ 280.00	\$ 400.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	Total Price:		\$ 56,083.24	
Quantity on this Order: 1	Grand Total:		\$ 56,083.24	
Suggested Items Below	Code	Qty	Your Price	MSRP
Race Red is now the standard color Red for Super Duties. Vermillion Red is now a special "charge" color and can be added if you want at a cost.	PE4	1	\$ 594.00	\$ 660.00

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: _____ Title _____ Date _____

14B



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: April 12, 2018
RE: Seasonal Employees

I am requesting permission to be able to hire 5 Seasonal Laborers for the Highway Department.

If you have any questions feel free to contact me. Thank you

MH:ch
cc: Charlene Black, Personnel Department

14B



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: April 12, 2018
RE: Seasonal Employees

I am requesting permission to be able to hire 5 Seasonal Laborers for the Highway Department.

If you have any questions feel free to contact me. Thank you

MH:ch

cc: Charlene Black, Personnel Department



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

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

April 13, 2018

TO: Gil Piaquadio, Supervisor
Town Board Members ✓

CC: Charlene Black, Personnel

FROM: Robert Petrillo, Commissioner

RE: Request to Hire Seasonal Employees

Please find below the names and suggested salaries for the seasonal camp employees. All **new** employees will start at minimum wage.

NAME	POS/DUTIES	PAY	BUDGET	SEASON
		\$		
BEALER, ABIGAIL	REC AIDE	10.40	7140	6/14-9/05
BLOOMER, BRITTANY	REC AIDE	11.00	7140	6/14-9/05
(Assistant Camp Director)				
BRATHWAITE, TERRANCE	LIFEGUARD	11.00	7140	6/14-9/05
CLUM, ALEXANDER	REC AIDE	10.40	7140	6/14-9/05
CONRAD, OLIVIA	REC AIDE	10.40	7140	6/14-9/05
CRINIERI, JORDAN	REC AIDE	10.40	7140	6/14-9/05
ETRI-MOUGHAN, ANTHONY	REC AIDE	10.40	7140	6/14-9/05
FENDT, RACHEL	REC AIDE	11.00	7140	6/14-9/05
(Young Camp Director)				
KIRBY, MACKENZIE	REC AIDE	10.40	7140	6/14-9/05
LEGGETT, KENDALL	REC AIDE	10.40	7140	6/14-9/05
MAIER, SAMANTHA	REC AIDE	12.00	7140	6/14-9/05
(Health Director)				
MARDIROSSIAN, STEPHANIE	REC AIDE	10.40	7140	6/14-9/05
MATTHEWS, JOHN	REC AIDE	10.40	7140	6/14-9/05
MOZINGO, SHANNON	REC AIDE	10.40	7140	6/14-9/05
O'CONNELL, KERRY	REC AIDE	10.40	7140	6/14-9/05
O'CONNELL, TIMOTHY	REC AIDE	10.40	7140	6/14-9/05
OUHAJ, SAM	REC AIDE	10.40	7140	6/14-9/05
PENDINO, DAYNA	REC AIDE	10.40	7140	6/14-9/05

NAME	POS/DUTIES	PAY \$	BUDGET	SEASON
PENNEY, JACLYN (Camp Chadwick Director)	REC AIDE	15.00	7140	6/14-9/05
RILEY, ELIZABETH	REC AIDE	10.40	7140	6/14-9/05
RIVERA, RACHEL	REC AIDE	10.40	7140	6/14-9/05
VELEZ, ANDREW (Teen Camp Director)	REC AIDE	11.00	7140	6/14-9/05
WALLINFORD, NICHOLAS	REC AIDE	10.40	7140	6/14-9/05
WALSH, TYLER	REC AIDE	10.40	7140	6/14-9/05

We would also like approval in advance for the following applicants to be hired **ONLY IF** any of the above decline the position being offered.

ALTERNATES

Sarah Casillo
Desi Conde-Rodriguez
Emma Feeney
Christine Gaba
Alysia Kelley
Nina Tamburri

Thank you for your consideration.

Regards,



Robert J. Petrillo
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: ABIGAIL BEALER

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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



DEPARTMENT HEAD SIGNATURE

4/16/18

DATE

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

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: BRITTANY BLOOMER

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$11.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/16/18
DATE

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DEPARTMENT

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: TERRANCE BRATHWAITE

DEPARTMENT: RECREATION

TITLE OF POSITION: LIFEGUARD

FULL TIME OR PART TIME: SEASONAL

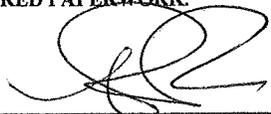
HOURLY RATE: \$11.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: _____

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



DEPARTMENT HEAD SIGNATURE

4/16/18

DATE

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: ALEXANDER CLUM

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION

FULL TIME OR PART TIME: SEASONAL

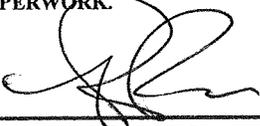
HOURLY RATE: \$ 10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/14/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: OLIVIA CONRAD

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DATE

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COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JORDAN CRINIERI

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/16/18
DATE

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DEPARTMENT**

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: ANTHONY ETRI-MOUGHAN

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

7/16/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: RACHEL FENST

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$11.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/16/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: MACKENZIE KIRBY

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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



DEPARTMENT HEAD SIGNATURE

4/14/18

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: KENDALL LEGGETT

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

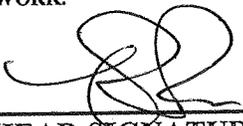
HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/16/18
DATE

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DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: SAMANTHA MAIER

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$12.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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



DEPARTMENT HEAD SIGNATURE

4/16/18

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: STEPHANIE MARDIROSSIAN

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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

Robert Petruccio Idmb.
DEPARTMENT HEAD SIGNATURE

4/16/18
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOHN P. MATTHEWS

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/16/18
DATE

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DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: SHANNON MOZINGO

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

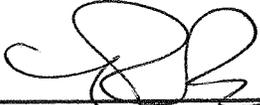
HOURLY RATE: \$ 10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


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DATE

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DEPARTMENT**

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: KERRY O'CONNELL

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DATE

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DEPARTMENT**

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: TIMOTHY O'CONNOLL

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DATE

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DEPARTMENT**

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: SAM OUHAJ

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$ 10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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



DEPARTMENT HEAD SIGNATURE

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: DAYNA PENDINO

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

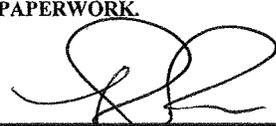
HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DATE

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11/15/2010

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JACLYN PENNEY

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$15.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DATE

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DEPARTMENT

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: ELIZABETH RILEY

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: A 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DEPARTMENT

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: RACHEL RIVERA

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: ANDREW VELEZ

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$11.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

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DEPARTMENT

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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: NICHOLAS WALLINGFORD

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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


DEPARTMENT HEAD SIGNATURE

4/16/18
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11/15/2010

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: TYLER WALSH

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: SEASONAL

HOURLY RATE: \$10.40

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7140-0100

PROPOSED HIRE DATE: 6/14/18

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



DEPARTMENT HEAD SIGNATURE

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11/15/2010

15B



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

April 18, 2018

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Septic Tank Pumping Service

The Recreation Department has received five quotes for the septic tank pumping service at Town properties. For your reference, attached are the quote summary sheets.

At this time, I am requesting your approval to accept the quote from Earthcare at following quoted prices for 2018, 2019, and 2020.

TANK SIZE	2018 PRICE QUOTE	2019 PRICE QUOTE	2020 PRICE QUOTE
500 GALLON	\$190	\$190	\$190
750 GALLON	\$190	\$190	\$190
1000 GALLON	\$190	\$190	\$190
2500 GALLON	\$475	\$475	\$475

Thank you for your consideration.

Regards,

Robert J. Petrillo
Commissioner

Attachments

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY: B & G

DATE PREPARED: 4/17/18

ITEM/SERVICE PURCHASED SEPTIC TANK PUMPING

VENDOR NAME EARTHCARE

VALLEY CONTRACTING

SLOBODA BRO'S

ADDRESS 99 MAPLE GRANGE RD

444 S. PLANK RD

140 ST ELMO RD.

CITY/STATE/ZIP VERNON N.Y 07462

NEWBURGH N.Y 12550

WALLKILL N.Y 12589

PHONE # 800 428 6166

566-0680

674-3022

CONTACT PERSON ANDREW UVELES

SHERI DONNELL

JOHN SLOBODA

PRICE QUOTED
500 GAL \$190 (19) (20)
2500 GAL \$190 SAME

500 GAL \$265 (14) (20)
750 GAL \$270 280 285

500 GAL \$260 (19)
750 GAL \$292 306.60 336.64

1000 GAL \$190 SAME
2500 GAL \$475

1000 GAL \$270 280 285
2500 GAL \$650 670 690

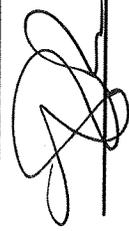
1000 GAL \$292 306.60 336.64
2500 GAL \$600 630.00 693.00

VENDOR CHOSEN

EARTHCARE ALL 3 YEARS 500 GAL - 1000 GAL

190 - 2500 GAL → 475

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.



DEPARTMENT HEAD SIGNATURE

DATE:

4/17/18

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

Section V

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY: BEG CONT. DATE PREPARED: 4/17/18

ITEM/SERVICE PURCHASED SEPTIC TANK PUMPING CONT.

VENDOR NAME SPAGNOLI EXCAVATING DAWES SEPTIC

ADDRESS 47 SOUTH PLANK RD. 1997 STATE RT 32

CITY/STATE/ZIP NEWBURGH NY 12550 MOENA NY 12548

PHONE # 562-6877 883-5440

CONTACT PERSON SCOTT SPAGNOLI BECKY DAWES

PRICE QUOTED	500 GAL 753.32 (19)	500 GAL \$300 (19)
	750 GAL 815.32 SAME	750 GAL \$300 N/A
	1000 GAL 878.32 SAME	1000 GAL \$325 N/A
	2500 GAL 1253.32	2500 GAL \$700

VENDOR CHOSEN _____

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

DEPARTMENT HEAD SIGNATURE  DATE: 4/17/18

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)



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**

April 17, 2018

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning February 15, 2018 and ending on January 11, 2019.

Respectfully submitted,

Donald B. Campbell
Chief of Police



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 15th day of February, 2018, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **TOWN OF NEWBURGH**, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 15, 2018 and end January 11, 2019.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: _____
Steven M. Neuhaus
County Executive

DATE: _____

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

MUNICIPALITY

By: _____
Name:
Title:

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2018 through May 29, 2018, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – June 30, 2018 through September 4, 2018, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 1, 2018 through January 1, 2019, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 1, 2017 through January 1, 2018, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **ONE THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS AND 00/100 (\$1798)** covering **40** man-hours for the first enforcement period of 2018. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2018.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2018 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

Fleet Maintenance
 Town of Newburgh
 88 Gardnertown Rd.
 Newburgh, NY 12550
 845-561-2288 / Fax 845-561-3975

TO: Gil Piaquadio, Supervisor and Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: April 18, 2018

RE: Surplus Vehicles and Equipment

Request that the following vehicles and equipment be declared surplus for the purpose of disposal:

Vehicles

REF #	Year	Model	Vin #
1	2005	Ford Taurus	1FAHP53U95A272208
2	2007	Chevy Impala	2G1WB58NX79357213
3	2006	Jeep Grand Cherokee Laredo	1J4GR48K56C277908
4	2008	Ford Crown Vic	2FAFP71V08X164120
5	2008	Ford Crown Vic	2FAFP71V08X164117
6	1982	Chevy Van	1GBHP32MXC5325391
7	2009	Ford Crown Vic	2FAHP71V39X135124
8	2007	Ford Crown Vic	2FAHP71W67X134362
9	2010	Ford Crown Vic	2FABP7BV1AX134336
10	2008	Ford Crown Vic	2FAHP71VX8X103138
11	2009	Dodge Durango	1D8HB38P09F712584
12	2007	Dodge Charger	2B3KA43G47H771039
13	2008	GMC SAV Van	1GDHG31V351141667
14	2001	Ford F350	1FTSF31L41EA52902
15	2001	Dodge Ram 2500	3B7KF26Z81M563658
17	2010	Ford Crown Vic	2FABP7BVXAX134335

18		Electric Car E825 Gem	
19	2001	Chevy Tahoe	1GNEK13V71J245524
20	2006	Ford Taurus	1FAHP53U36A246236
23	2004	Ford F350	1FTSF31P54EB61408
24	2004	Ford F350	1FTSF31P24EC65287
25	1995	Ford Ranger	1FTCR10A2SUB29239
26	2001	Ford Ranger	1FTYR15E51TA65574
27	1997	Plymouth TK Sub	2P4GP25R7VR338081
28	1999	Ford Crown Vic	2FAFP71W7XX163988
29	2008	Ford Crown Vic	2FAFP71V48X164119
30	2003	Ford Crown Vic	2FAFP71WX3X137640
31	2005	Ford Crown Vic	2FAHP71W45X126774
32	1986	International 853 Bus	1HVLPHYN1GHA53189

Equipment

Ingersoll Rand Air compressor 160 Gyro-Flo 87856U75250 (Title)

Wachs Trav-L-Vac 300 1E9PT09174C297060 (Title)

John Deere Gator 6x4

Stump Grinder 1958 2 Cylinder Wisconsin Engine

One palette of old light bars

Two palettes of plastic rear seats

17 (additional material)
B

April 20, 2018

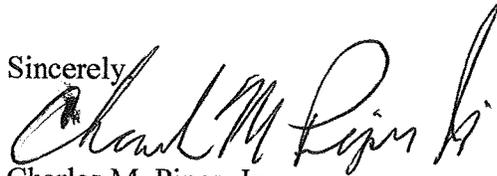
Town of Newburgh Board
1496 Route 300
Newburgh, NY 12550

Dear Town Supervisor:

I understand that the Police Department Command Vehicle with Year (1986), Make (Inter), Model Code (853), Body (Bus) and VIN# 1HVLPHYN1GHA53189 will be voted to surplus status at the next Town Board Meeting. We will be conducting an exercise at Stewart Airport on May 5th, and would like this vehicle to be donated to the Orange Lake Fire District to be used as part of this rescue exercise. We will cut up this vehicle during the exercise, and dispose of it at the end.

Thank you in advance.

Sincerely



Charles M. Piper, Jr.
Commissioner
Orange Lake Fire District