



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

7

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Council

From: Eileen Rose, HR Manager ER

Date: October 23, 2025

Re: Part-time Dispatcher

Chief Campbell is requesting authorization to hire Ashley Masopust as a part-time dispatcher. She will need a physical, drug/alcohol testing, fingerprints and paperwork to be completed. A proposed hire date on or after November 3, 2025, with a salary of \$20.00 per hour. Thank you.



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

October 22, 2025

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Ashley Masopust as a part-time dispatcher. Ms. Masopust would start at a rate of \$20.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after November 3rd, 2025 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).

A handwritten signature in black ink, appearing to read "D. Campbell", written over a horizontal line.

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Ashley Masopust

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: P/T

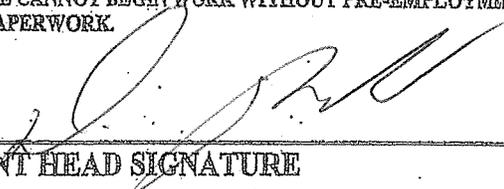
HOURLY RATE: 20.00 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120-5100

PROPOSED HIRE DATE: on or after Nov. 3rd 2025

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


DEPARTMENT HEAD SIGNATURE

10/22/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa
#8

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Eileen P Rose *EPR*

Date: October 16, 2025

Re: Full time Clerk to Town Justice

This is a request from Hon. Jude T Martini, Town Justice, to start the hiring process to fill a full time Court Clerk vacancy. Thank you for your time in this matter.



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

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

HON. JUDE T. MARTINI
TOWN JUSTICE

SAZIYE MUSTAFA
COURT CLERK TO TOWN JUSTICE

October 2, 2025

Gilbert J. Piaquadio
Town Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

RE: Fill Vacancy for Clerk to Town Justice
Clerk to Town Justice

Dear Supervisor Piaquadio:

On October 2, 2025, my Court Clerk Jack Baroch submitted his resignation, effective October 2, 2025, which will leave that position vacant.

I am requesting that the Town Board grant me permission to begin the process of canvassing to fill the vacant civil service position.

I am requesting this matter be placed on the next agenda for approval by the Town Board.

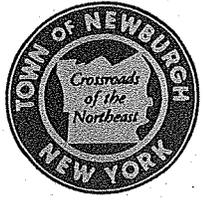
Thank you.

Very truly yours,

JUDE T. MARTINI
Town Justice

cc: Members of the Town Board
Lisa Vance-Ayers, Town Clerk
Eileen Rose, Personnel

#9



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

JOSEPH P. PEDI
Receiver of Taxes
and Assessments

845-564-4553
Fax: 845-566-1432
e-mail: receiveroftaxes@townofnewburgh.org

Date: October 20, 2025
To: Town Board
From: Joseph P. Pedi, Receiver of Taxes
Subject: Relevy Unpaid Water & Sewer

Attached are the delinquent Water & Sewer Accounts in the Town of Newburgh from July 1, 2024 through June 30, 2025. Accounts are to be transferred to the 2026 County and Town Roll. The total to be relevied is \$704,049.55.

The following breakdown applies:

	Amount
Crossroads Consolidated (Includes districts listed below)	\$620,792.13
8 Algonquin	
1,2,4,16,17,18,24,25,26,28,29,31,32,33,34 Crossroads	
11 Fleetwood	
3,6,7,12,13,14,20 Gidney	
9 Meadow Hill South	
10,19 Meadow Hill North	
22 Route 17K U/A	
5 Wintergreen	
15,23 Nob Hill	\$48,649.18
36 Roseton	\$34,608.24
Water General All Districts	\$0.00
TOTAL	\$704,049.55

#10A



TOWN OF NEWBURGH
1496 Route 300
NEWBURGH, NEW YORK 12550
(845) 564-4552

Date: 10/21/2025

Is the budget adjustment under \$7500? Yes: No: X

If yes, Please give Gil a copy to sign and deliver to the Accounting Office.

If no, Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed:

Repairs to DAT filter plant over budget, transfer to cover shortfall.

Filter Plant F8330.4001 CL/F8330.4002 DAT

Table with columns: From, Account Number, CL, Account Description, Amount, TO, Account Number, DAT, Account Description, Amount. Includes sub-totals for FROM and TO.

Please note: The total of from/to should be equal. Total 0.0

Department Head Signature (handwritten signature)

Gil Piaquadio, Town Supervisor



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#103

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, MHE Engineers

DATE: 22 October 2025

RE: BJ'S, Mixed Use / Shopping Center
Town of Newburgh PB Project #2019-07
Landscape Performance and Maintenance Bond Release – Bond No. 9237N

This office has received a request from the project sponsor Goddard Development for release of the Landscape Performance and Maintenance Bond for the subject project. A landscape security in the amount of \$121,213.00 was posted on 4 March 2020. The project site has been completely developed and certificate of occupancies issued several years ago. The bond has remained in effect for greater than 2 years after completion of the construction. We are not aware of any significant issues regarding the landscaping on the site. Release of the landscaping security requires Town Board approval.

I am available to discuss this matter should any additional information be required.

Cc: Mark Taylor, Town Attorney
Ronald Clum, Town Accountant
Lisa Vance Ayers, Town Clerk
Jerry Canfield, Code Compliance Supervisor

LANDSCAPING PERFORMANCE AND MAINTENANCE BOND

Bond No. 9237N

KNOW ALL MEN BY THESE PRESENTS, that we Principal: GDPBJ, LLC

Co-Principals: Adrian Goddard & Donna Goddard

as Principal, and The Service Insurance Company, Inc.

authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of One Hundred Twenty Two Thousand Two Hundred Thirteen Dollars (\$ 121,213) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

WHEREAS, the Principal or its predecessor in property interest has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh Zoning Code for final approval of a site plan/subdivision (or phase thereof) dated 1/29/2020 known as

BJ's Landscape Security Town Project # 2019-07
As per Engineer's Estimate Attached Hereto as
"Exhibit A"

located at SUBDIVISION LOT & BLOCK #: 97-2-44 & 97.2.46.2, or

Principal is the authorized agent of such applicant/owner ; and

WHEREAS, the Principal is required by Code to furnish good and sufficient assurance for the proper installation of plant materials and related landscaping improvements for the approved site plan/subdivision at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and in accordance with the plan approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Town, and the subsequent maintenance of said plant materials and related landscaping improvements in good health and condition for a period of two years after acceptance by the Town (said conditions hereinafter referred to as the "Agreement")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall properly install, or have installed, the plant materials and related landscaping improvements in accordance the Agreement, and shall maintain said plant materials and related landscaping improvements in good health and condition for a period of two years or, in the alternative, post an acceptable maintenance bond or other acceptable security for a two (2) year period with the Obligee, from the date of acceptance of said plantings and related landscaping improvements or any subsequent date of replacement, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete and maintain said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect. and the Surety, upon receipt of a resolution of the Obligee indicating that the landscaping improvements have not been installed or maintained, will install or replace the improvements or pay the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete or replace the improvements, and if suit is brought on this bond, the Principal and Surety will pay to the Obligee such reasonable attorneys' fees as shall be fixed by the court

Signed, sealed, and dated this 4 day of March 2020

Principal GDPBJ, LLC

By: [Signature]

Surety The Service Insurance Company, Inc.

By: [Signature]

Attorney-in-Fact

Co-Principal: Adrian Goddard

By: [Signature]

Co-Principal: Donna Goddard

By: [Signature]

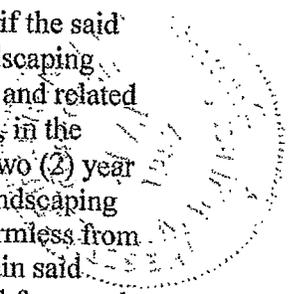


Exhibit A

KALA

Karen Arent Landscape Architect

Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: January 29, 2020

Subject: BJ's Landscape Security, Route 17K and Auto Park Place

Town Project Number: 2019-07

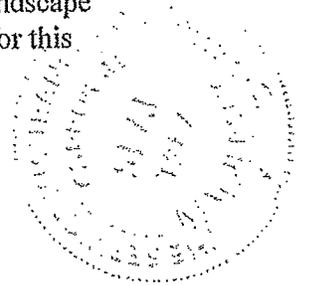
Consultant: Maser Consulting

Cc: Chairman John Ewasutyn and the Town of Newburgh Planning Board, Pat Hines, Dominick Cordisco, Gerald Canfield, Scott Manley, Justin Dates with Maser Consulting

COMMENTS:

The landscape cost estimate for BJ's was reviewed. Unit costs for plant materials are low and the estimate for a three-year warranty for plant materials, \$9000, is low. The contractor should be made aware that plant materials will be inspected after planting. Sizes and species must be in accordance with approved plans and the latest edition of the American Standard for Nursery Stock or they will have to be replaced. After one year from the date of the approved landscape as recorded in the inspection report, the applicant can request a release of fifty percent of the total bond amount, not the warranty amount. A partial release will be recommended only if most plants survived and are in good condition and the landscape appears healthy and vigorous.

In accordance with comments listed above, I recommend the board approve a landscape security in the amount of \$122,213. The landscape inspection escrow amount for this project is \$4,000.



12 Old Minisink Trail, Goshen, New York 10924

Phone (845) 294-9958, Email: KALA@hvc.rr.com

ACKNOWLEDGMENTS

STATE OF _____)
COUNTY OF _____)

ss.:

On this ___ day of _____, 20___, before me personally came
he/she is the _____, to me known, who, being by me duly sworn, did depose and say that
above as Principal/Contractor and which executed the above instrument, and that he/she signed
his/her name hereto by authority of the Board of Directors of Principal/Contractor or otherwise is
duly authorized to execute this document and bind Principal/Contractor to the terms and
conditions hereof.

Notary Public

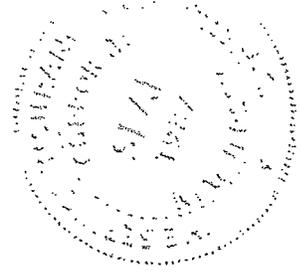
STATE OF NEW YORK)
COUNTY OF SUFFOLK)

ss.:

On this 4 day of March, 2020, before me personally came **JAMES S.**
BURGER, to me known, who, being by me duly sworn, did depose and say that he/she is the
President of The Service Insurance Company, Inc., the entity identified above as Surety and
which executed the above instrument, and that he/she signed his/her name hereto by authority
of the Board of Directors of Surety or otherwise is duly authorized to execute this document and
bind Surety to the terms and conditions hereof.

Peter Alesci
Notary Public

PETER ALESCI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AL6378797
Qualified in Suffolk County
My Commission Expires 08-06-2022



THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)
(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL
Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC) Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS, The Board of Directors may authorize any officers to execute any surety bond instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed: any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Oblige for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

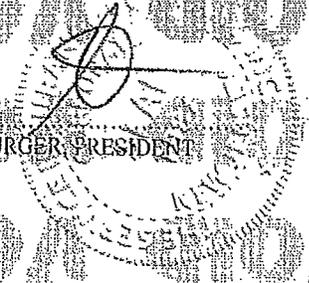
Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted it/him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Oblige may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc., this 2nd day of April, A.D. 2019.

THE SERVICE INSURANCE COMPANY, INC.

BY: GLEN T. BURGER, TREASURER

BY: JAMES S. BURGER, PRESIDENT

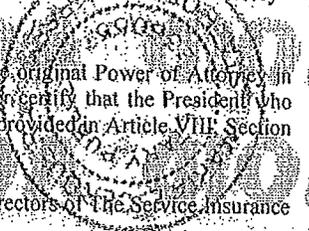


STATE OF NEW JERSEY)
CITY OF WEST ORANGE) SS

On this 2nd day of April, A.D. 2019, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc. to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself deposed the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2360557
My Commission Expires 6/4/2022

Maria Cerqueira
Notary Public in the State of New Jersey



CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc. The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 4 day of March, 2020.

J
JAMES S. BURGER, PRESIDENT

THE SERVICE INSURANCE COMPANY
(Statutory Basis)
**STATEMENT OF ADMITTED ASSETS,
 LIABILITIES SHAREHOLDER'S EQUITY**
AS OF DECEMBER 31, 2018

ADMITTED ASSETS

Cash & Cash Equivalents & Short Term Investments	5,076,223
Preferred Stocks	50,352
Common Stocks	1,790,850
Bonds	9,835,181
Interest Income Receivable	58,808
Premiums & Agents Balances	568,762
Amounts Receivable from Reinsurers	114,141
Other Receivable	134,930
Current Federal Income Tax Recoverable	-
Electronic Data Equipment	-
Net Deferred Tax Asset	91,625
	<u>17,720,872</u>
TOTAL ADMITTED ASSETS	17,720,872

LIABILITIES & SHAREHOLDER'S EQUITY

LIABILITIES

Losses & Loss Adjustment Expenses	758,877
Other Expenses	435,366
Taxes, licenses & fees	211,800
Federal Income Tax	25,495
Unearned Premiums	1,455,335
Amounts Withheld or Retained by Company for Accounts of Others	5,466,259
Miscellaneous	273,529
	<u>8,626,661</u>

Total Liabilities

8,626,661

SHAREHOLDER'S EQUITY

Common stock, par value \$20.00 per share	1,000,000
50,000 shares authorized issued, 32,000 shares outstanding as of December 31, 2018	839,198
Gross Paid-In & Contributed Surplus	8,293,612
Unassigned funds (surplus)	(1,038,600)
Treasury Stock	-
Total Shareholder's Equity	<u>9,094,210</u>

TOTAL LIABILITIES & SHAREHOLDER'S EQUITY

17,720,871

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)

I, James S. Burger, President of Service Insurance Company, Inc., do hereby certify that the above is a true statement of the assets, liabilities of said Corporation as of December 31, 2018.

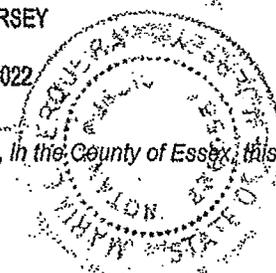
James S. Burger, President

MARIA E. CERQUEIRA
 NOTARY PUBLIC OF NEW JERSEY
 Comm. # 2360557
 My Commission Expires 6/4/2022

STATE OF NEW JERSEY)
) SS
 COUNTY OF ESSEX)

Subscribed and sworn before me, a Notary Public, State of New Jersey, in the County of Essex, this 26th day of March, 2019.

Maria Cerqueira
 Notary Public





TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#10C

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, MHE Engineers

DATE: 22 October 2025

RE: BJ'S, Mixed Use / Shopping Center
Town of Newburgh PB Project #2019-07
Stormwater Management and Erosion Sediment Control Bond Release

The sponsor Goddard Development has contacted this office with regard to release of certain securities that were in place for the subject project. A Site Improvement Performance Bond No. 9238N was posted on 4 March 2020, for the BJ's Wholesale Center site. All work under the project has been complete for several years. The applicants are requesting release of the securities in the amount of \$619,000. Release of the securities requires Town Board approval.

I am available to discuss this matter should you require any additional information.

Cc: Mark Taylor, Town Attorney
Ronald Clum, Town Accountant
Lisa Vance Ayers, Town Clerk
Jerry Canfield, Code Compliance, Supervisor

THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

80 Main Street, Suite 330

West Orange, New Jersey 07052

Telephone: (973) 731-7650 - Fax: (973) 731-7889

SITE IMPROVEMENT PERFORMANCE BOND

TERM: 3/4/2020-3/3/2021 AND SHALL BE RENEWED ANNUALLY UNTIL RELEASED BY OBLIGEE.

KNOW ALL MEN BY THESE PRESENTS:

BOND NO. 9238N

That We **GDPBJ, LLC**, as Principal(s), **ADRIAN GODDARD & DONNA GODDARD**, as Co-Principal(s), and **THE SERVICE INSURANCE COMPANY, INC., 80 MAIN ST., WEST ORANGE, NJ 07052**, a New Jersey corporation authorized to do business in the State of New Jersey and New York, as surety, are held and firmly bound unto **TOWN OF NEWBURGH, NEW YORK** as Obligee, in the sum of **SIX HUNDRED NINETEEN THOUSAND DOLLARS AND 0/100 CENTS (\$619,000.00)**, lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED THIS 4TH Day of **MARCH, 2020.**

Whereas, the Principal has entered into an agreement with **TOWN OF NEWBURGH, NEW YORK**, as Obligee, guaranteeing that the Principal will complete site improvements for certain site plan entitled **STORMWATER MANAGEMENT/EROSION & SEDIMENT CONTROL, TOWN PROJECT # 2019-07 TOWN OF NEWBURGH BJ'S/MIXED USE/SHOPPING CENTER AS PER ENGINEER'S ESTIMATE ATTACHED HERETO AS EXHIBIT "A" SUBDIVISION LOT & BLOCK # 97-2-44 & 97.2.46.2** all of which improvements shall be completed on or before the date set forth in the agreement.

Now, therefore, the condition of this obligation is such, that if the named Principal shall carry out all of the terms of said Developer's Agreement relating to the construction of said site improvements only, all within the time set forth in said Developer's Agreement, then this obligation shall be null and void, otherwise to remain in full force and effect. This bond is not transferable or assignable, nor are the rights and obligations of the Principal or the Obligee transferable or assignable.

No party other than the Obligee shall have any rights hereunder as against the Surety.

The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval as expressed in the Developer's Agreement, whether with its own employees or in conjunction with the Principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

The aggregate liability of the Surety of the Bond Obligation set forth herein shall not exceed the penal sum hereof for any cause or reason whatsoever, inclusive of attorney's fees or other costs. Exclusion: This bond and any related bonds do not cover site improvements that have been performed by principal prior to the issue date of this bond or to any improvements outside of Principal's specified improvement in its Developer's Agreement under N.J.S.A. 40:55D-37 to 59 or to any maintenance obligations. Exclusions include contaminated soil as well. The town agrees to withhold certificates of occupancy until this bond is released or upon the consent of surety. The town may not issue any certificate(s) of occupancy to any person or entity who succeeds to the Principals' rights to the subject project (or any aspect of it) by transfer of the subject property (or any portion thereof) or transfer of the entity(ies) which may own it (or any portion thereof), without first having first received a new site improvement bond as Obligee from such new Principal, which shall replace this bond for its penal sum in full

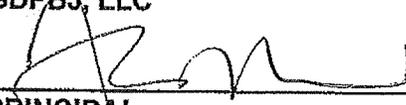
BOND NO. 9238N

SIGNED AND SEALED THIS 4TH of MARCH, 2020.

SURETY EMBOSSED CORPORATE SEAL MUST
APPEAR ON BOND FORM AND POWER OF
ATTORNEY

WITNESS

GDPBJ, LLC



PRINCIPAL



WITNESS

ADRIAN GODDARD

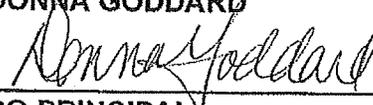


CO-PRINCIPAL

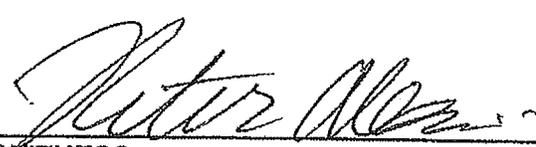


WITNESS

DONNA GODDARD



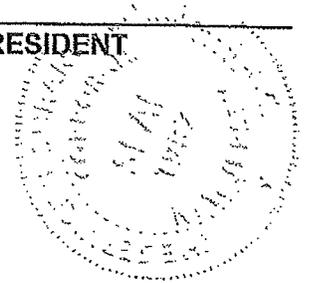
CO-PRINCIPAL



WITNESS


THE SERVICE INSURANCE COMPANY, INC.

JAMES S. BURGER, PRESIDENT



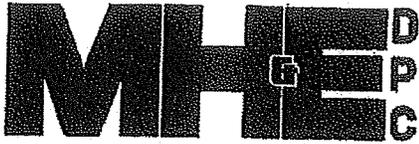


Exhibit A

**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

(845) 567-3100
fax: (845) 567-3232
e-mail: mheny@mhhepc.com

Principal Emeritus:
RICHARD D. McGOEY, P.E. (NY & PA)
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

3 February 2020

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: JAMES OSBORNE, TOWN ENGINEER

**SUBJECT: TOWN OF NEWBURGH BJ'S/MIXED USE/SHOPPING CENTER
TOWN PROJECT # 2019-07
STORMWATER MANAGEMENT/EROSION & SEDIMENT CONTROL**

Dear Mr. Osborne:

This office has reviewed a cost estimate prepared by Maser Consulting, P.A. for the storm drainage improvements and soil erosion control depicted on plans last revised 25 September 2019. The unit prices are based on costs provided to the Applicants representative by MHE. Minor changes to the plans have occurred since the preparation of the cost estimate including modifications to the access road required by NYSDOT. These changes do not significantly impact the stormwater management cost estimate prepared.

Based on the above this office takes no exception to the Town Board accepting Stormwater Security in the amount of \$619,057.80 (say \$619,000.00 for Bond Purposes) for the soil erosion sediment control and stormwater management system on the subject property. A copy of the bond estimate prepared by Maser Consulting is attached for your use. An inspection fee consistent with the Town of Newburgh's fee schedule should also be posted.

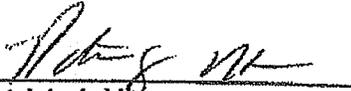
It is noted that the project requires a five acre waiver of disturbance as the proposed improvements on the site require that greater than five acres be disturbed at any one time. This office takes no exception to the Town Board granting the five acre waiver for the subject project based on the SWPPP prepared for the project site.

Please feel free to contact the undersigned should you have any questions or comments regarding this matter.

5 February 2020

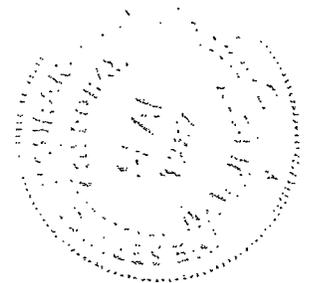
Very Truly Yours,

McGoey, Hauser & Edsall
Consulting Engineers, D.P.C.



Patrick J. Hines
Principal

- CC: Gilbert Piaquadio, Town Supervisor
Gerald Canfield, Code Compliance Supervisor
John Ewasutyn, Planning Board Chairman
Dominic Cordisco, Planning Board Attorney
Larry Wolinski, Esq.
Adrian Goddard-GDP



1. Drainage

Item	Units	Quantity	Unit Price	Totals
Catch Basin 4'	EA	21	\$3,600.00	\$ 75,600.00
Drain Inlet 4'	EA	10	\$3,600.00	\$ 36,000.00
Stormwater Manhole 4'	EA	3	\$3,068.00	\$ 9,204.00
Stormwater Manhole 4' (connect to existing CMP)	EA	2	\$3,836.00	\$ 7,672.00
Outlet Control Structure	EA	3	\$4,000.00	\$ 12,000.00
Stormtech SC-740 Chamber System S2a (north)	CF	20869	\$5.00	\$ 104,345.00
Stormtech SC-740 Chamber System S2b (south)	CF	22275	\$5.00	\$ 111,375.00
Contech Filterra Device F-1 (Fuel)	EA	1	\$30,000.00	\$ 30,000.00
Contech Filterra Device F-2 (Loading)	EA	1	\$12,000.00	\$ 12,000.00
HDPE - 10"	LF	386	\$30.00	\$ 11,580.00
HDPE - 12"	LF	1,239	\$40.00	\$ 49,560.00
HDPE - 15"	LF	286	\$42.25	\$ 12,083.50
HDPE - 18"	LF	1258	\$52.00	\$ 65,416.00
HDPE - 24"	LF	43	\$57.50	\$ 2,472.50
HDPE -36"	LF	61	\$105.00	\$ 6,405.00
HDPE End Section (various sizes)	EA	6	\$535.00	\$ 3,210.00
Roof leader cleanout (10-12")	EA	11	\$300.00	\$ 3,300.00
Rip-Rap	SY	104	\$110.00	\$ 11,440.00
Bioretention Area	SY	1480	\$28.36	\$ 41,972.80
Connect to Existing Basin	EA	2	\$768.00	\$ 1,536.00
Connect new basin to existing CMP	EA	2	\$768.00	\$ 1,536.00
Connect new pipe to existing CMP (10" to 48")	EA	1	\$350.00	\$ 350.00
Manhole 60" (connect to exist CMP)	EA	1	\$4,500.00	\$ 4,500.00
Manhole 72" (connect to exist CMP)	EA	1	\$5,500.00	\$ 5,500.00
SUBTOTAL				\$ 619,057.80

2. Erosion & Sediment Control

Item	Units	Quantity	Unit Price	Totals
Erosion & Sediment Control	AC	10	\$2,455.00	\$ 25,286.50
SUBTOTAL				\$ 25,286.50

BJ's Newburgh
 Town of Newburgh:
 Stormwater/ESC Estimate
 September 25, 2019

MASER CONSULTING P.A.
 555 Hudson Valley Ave.
 Suite 101
 New Windsor, NY 12553

Project No. 18000471A

CONSTRUCTION SUMMARY

ITEMS	SUBTOTALS
1) Drainage	\$ 619,057.80
2) Miscellaneous	\$ 25,286.50
TOTAL CONSTRUCTION COST	\$ 644,344.30

4% INSPECTION FEE	\$ 25,773.77
--------------------------	---------------------

NOTE: Quantities taken from site plans designed by Maser Consulting, P.A. entitled "Site Plans for GDPBJ, LLC: BJ's Wholesale Club - Newburgh" last revised 08/22/2019.

Unit Key:			
LS	Lump Sum	LF	Linear Foot
EA	Each	CY/CF	Cubic Yard / Cubic Foot
SY	Square Yard	TON	Ton



THE SERVICE INSURANCE COMPANY, INC.

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.), in AL

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE SERVICE INSURANCE COMPANY, INC., 80 Main Street #330, West Orange, NJ 07052, a corporation of the State of New Jersey (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC) Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.) and in AL, Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.) pursuant to authority granted by Article VIII, Section 7 of the By-Laws of said Company, which reads as follows: "CONTRACTS. The Board of Directors may authorize any officers to execute any surety bond instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances."

Does hereby nominate, constitute and appoint Glen T. Burger and James S. Burger, its true and lawful agents and Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed; any and all bond undertakings, and consents of surety, no one bond to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars)

Does hereby nominate, constitute and appoint not applicable executed in home office of not applicable executed in home office Insurance Agency as its true and lawful Attorney(s)-in-Fact for the following purpose: to make, execute and deliver those bond undertakings and Consents of Surety on behalf of the Company to any Oblige for those bid bond, performance bond, payment bond and other bond undertakings not to exceed an aggregated penal sum liability of \$5,000,000 (Five Million Dollars).

Said Insurance Agency Attorney(s)-In-Fact shall obtain prior approval confirmed in writing from the Company with a bond number provided by the Company's home office prior to issuing any bonds. Said Attorney(s)-In-Fact by executing the attached bond(s), hereby represents and warrants under oath that the Company has granted him/her prior approval and furnished the bond number for the attached bonds, which has been logged and recorded at the Company's home office. The Company shall not cover, honor or pay any claims for unauthorized bonds, and the Oblige may confirm the validity of the attached bond on receipt by contacting the Company in writing at 973-731-7889 (fax) or Jburger@serviceinsurancecompany.com.

IN WITNESS WHEREOF, the said Treasurer and President have hereunto subscribed their names and affixed the Corporate Seal of the said The Service Insurance Company, Inc. this 2nd day of April, A.D. 2019

THE SERVICE INSURANCE COMPANY, INC.

BY: GLEN T. BURGER, TREASURER

BY: JAMES S. BURGER, PRESIDENT

STATE OF NEW JERSEY)
) SS
CITY OF WEST ORANGE)

On this 2nd day of April, A.D. 2019, before the subscribed, a Notary Public of the State of New Jersey, duly commissioned and qualified, came the above named Treasurer and President of The Service Insurance Company, Inc. to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledge the execution of the same, and being by me duly sworn severally and each for himself deposed the saith, that they are the said officers of the Company aforesaid, and that the seal is affixed to the preceding instruments, is the Corporate Seal of said Company, and that the Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

MARIA E. CERQUEIRA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2360557
My Commission Expires 6/4/2022

Notary Public in the State of New Jersey

CERTIFICATE

I, the undersigned, President of The Service Insurance Company, Inc., The Company, do hereby certify that the original Power of Attorney in which the forgoing is full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the President who executed the said Power of Attorney was specially authorized by the Board of Directors to appoint any Attorney in Fact as provided in Article VIII, Section 7, of the By-Laws of The Service Insurance Company, Inc.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Service Insurance Company, Inc.

Resolved: "That the facsimile or mechanically reproduced signature of the Company President, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

COMPANY EMBOSSED CORPORATE SEAL MUST APPEAR ON BOND FORM AND POWER OF ATTORNEY

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of the said Company, this 9 day of March, 2020.

JAMES S. BURGER, PRESIDENT

TOWN OF NEWBURGH
TOWN ENGINEER

#101

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 23 October 2025 PJH/dd
RE: Meadow Hill Tank Water Tank Removal
H2M Proposal for Bidding and Construction Services

The Town is undertaking the demolition and removal of the (300,000 gal.) Meadow Hill Water Storage Tank. This tank has been out of service for many years. The Town recently bid the demolition project. The project engineers H2M Engineers have provided a proposal for bidding and construction related services (copy attached).

The award of this construction related services in the estimated amount of \$46,800.00 requires Town Board approval.

I am available to discuss the project should you require additional information.

Cc: M. Taylor, Town Attorney
M. Weeks, MHE
S. Grogan, Water/Sewer Mgr
R. Clum, Town Accountant

PJH/dd



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel: 631.756.8000 | h2m.com

June 27, 2025

Mr. Patrick J. Hines
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: **Town of Newburgh**
Demolition of the Meadow Hill Water Storage Tank
Bidding & Construction Related Services
H2M Letter Proposal No.: LP250825

Dear Mr. Hines:

As per your request, H2M Architects + Engineers is pleased to present this proposal for engineering services associated with the proposed with the Demolition of the Meadow Hill Water Storage Tank. In order to assist the Town, H2M will perform the following services:

Task 1 – Bidding & Award:

- Assist the Town in advertising and receiving bids.
- Respond to questions from contractors during bidding process.
- Review bids, tabulate results, conduct investigation of low bidders' qualifications and prepare a recommendation of contract award.
- Prepare contract award letter and provide electronic copy of conformed contract.
- Prepare and issue Notice to Proceed.

Task 2 – Construction Administration Services:

- Review of shop drawings and other contractor submittals.
- Review and advise the Town as to the acceptability of all materials and any proposed substitutes.
- Review and prepare partial contractor payment applications
- Coordinate with the contractor and the Town throughout construction.

Task 3 – Coatings Observation Services:

- Provide part-time tank demolition observation services by an AMPP certified inspector to observe the contractors' work for general conformance with plans and specifications on a contractor hold-point schedule.
- Field coordination with the contractor and Town during construction.

Task 4 – Construction Progress Meetings:

- Schedule and conduct pre-construction meeting with the contractor and Town.
- Conduct bi-weekly progress meetings with contractor and TOWN during construction.
- Distribute meeting minutes to Contractor and Town.



H2M proposes completing the above services in accordance with the following fee schedule and attached fee matrix:

Task	Description	Fee Type	Fee
1	Bidding & Award	Lump Sum	\$ 3,500.00
2	Construction Administration Services	Lump Sum	\$12,600.00
3	Coatings Observation Services	Hourly Rates ⁽¹⁾	\$22,800.00
4	Construction Progress Meetings	Hourly Rates ⁽²⁾	\$4,500.00
Total Fee:			\$46,800.00

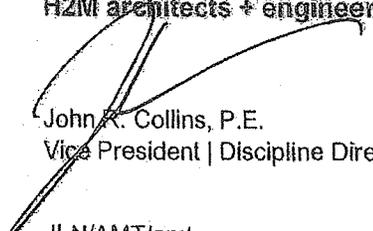
- ⁽¹⁾ - Based on an average of 20 hours per week and a contract duration of 6 weeks active construction period.
- ⁽²⁾ - Based on holding a kick-off meeting and 2 progress meetings.

Should this proposal be acceptable, please sign below and return a copy of the proposal. We will execute this work in conjunction with the previously executed Terms & Conditions as part of the design phase under LP240613.

Thank you for allowing H2M the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions please contact our office.

Very truly yours,

H2M architects + engineers


John R. Collins, P.E.
Vice President | Discipline Director – Water Resources


Anthony M. Trombino
Senior Discipline Engineer

JLN/AMT/amt

TOWN OF NEWBURGH
TOWN ENGINEER

#10E

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 23 October 2025 *PJH dd*
RE: Award Bid for Meadow Hill Water Storage Tank Removal

The Town water tank engineers, H2M Engineers prepared plans, specifications and bid documents for the subject project.

Bids were received on 25 September 2025.

Two bids were received:

- | | |
|--------------------------|--------------|
| 1) Taylor Montgomery LLC | \$174,000.00 |
| 2) TAM Enterprises | \$428,808.00 |

The Town's water tank engineers have recommended the award of the project to Taylor Montgomery in the amount of \$174,000.00

The award requires Town Board action.

I am available to discuss the project should you require additional information.

Cc: M. Taylor, Town Attorney
M. Weeks, MHE
S. Grogan, Water/Sewer Mgr
R. Clum, Town Accountant

PJH/dd



ENGINEERING

15 September 2025

#107

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor and Town Board Members

SUBJECT: Manheim Auto Auction – Newburgh PB #25-07
MS4 Waiver Request

Dear Supervisor Piaquadio and Town Board Members,

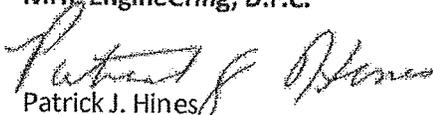
During the Planning Board review process the Town of Newburgh Planning Board received a request for a 5-acre waiver for the subject property. The project involves the construction of a vehicle inventory storage parking area on the northwest portion of the existing Manheim Auto site. The site is located off of Dealer Drive. The project proposed to disturb 15 acres of the site in order to construct the 1400 +/- vehicle inventory storage area.

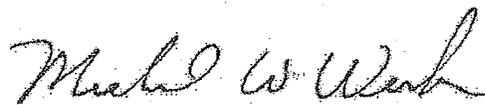
The project has prepared a Stormwater Pollution Prevention Plan addressing the impacts from the proposed 15-acre disturbance. The SWPPP details erosion and sediment control activities as well as post construction stormwater quantity and quality control. SWPPP is currently under final technical review by this office. Applicant suggests that "allowing the disturbance of 15 acres in a single stage would enable the project to complete all earth moving activities up front, thereby significantly increasing operational efficiencies". "Consequently, this approach would minimize the duration of earth moving activities and decrease the exposure of disturbed soils". SWPPP proposed identifies additional requirements which must be undertaken should the Town Board grant the five-acre approval for a total of 15 acres disturbance. The applicants Environmental Consultant must perform two reviews per week three days apart and the project is required to reduce final stabilization from 14 days to 7 days for all areas which meet final grade or will remain idle.

The project is required to post stormwater and erosion and sediment control securities and inspection fees in accordance with Town of Newburgh requirements. In addition, the Planning Board required the project to execute a Stormwater Facilities Maintenance Agreement for the newly proposed stormwater facilities as well as all stormwater facilities previously approved on the site.

Based on the above, the office takes no exception to the Town Board granting 5-acre waiver in strict compliance with the SWPPP requirements.

Very truly yours,
MHE Engineering, D.P.C.


Patrick J. Hines
Principal


Michael W. Weeks, P.E.
Principal

NEW YORK OFFICE

33 Airport Center Drive, Suite 202, New Windsor, NY 12553
845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com



July 28, 2025

Town of Newburgh Planning Board
21 Hudson Valley Professional Plaza
Newburgh, NY 12550

And sent via email: planningboard@townofnewburgh.org

RE: 5-Acre Waiver Request and Analysis for Manheim Newburgh (PB#25-07)

To Chairman John P. Ewasutyn and Members of the Town of Newburgh Planning Board,

In accordance with the SPDES General Permit requirements of the New York State Department of Environmental Conservation, any single stage of disturbance is limited to a maximum of 5 acres unless prior written authorization is obtained from the MS4. On behalf of the Project Applicant, we are formally requesting a waiver from this requirement to permit a larger disturbance area.

Specifically, we are asking the Town of Newburgh, the MS4 authority, to grant an increase in the maximum permitted disturbance from 5 acres to the full project disturbance of 15 acres.

Enclosed with this letter is an Earthwork Heatmap based on the latest grading design included in this submission package. The heatmap highlights the proposed locations of cuts and fills for your review. Allowing the disturbance of 15 acres in a single stage would enable the project to complete all earthmoving activities upfront, thereby significantly increasing operational efficiencies. This method would facilitate the timely completion of grading, site improvements, and paving, reducing the need for intermittent operations. Consequently, this approach would minimize the duration of earthmoving activities and decrease the exposure time of disturbed soils.

Furthermore, while we acknowledge that the Town carefully considers the specifics of each project before granting a waiver, it is worth noting that other jurisdictions within the Hudson Valley have allowed disturbances of up to 15 acres.

We appreciate your consideration of this request.

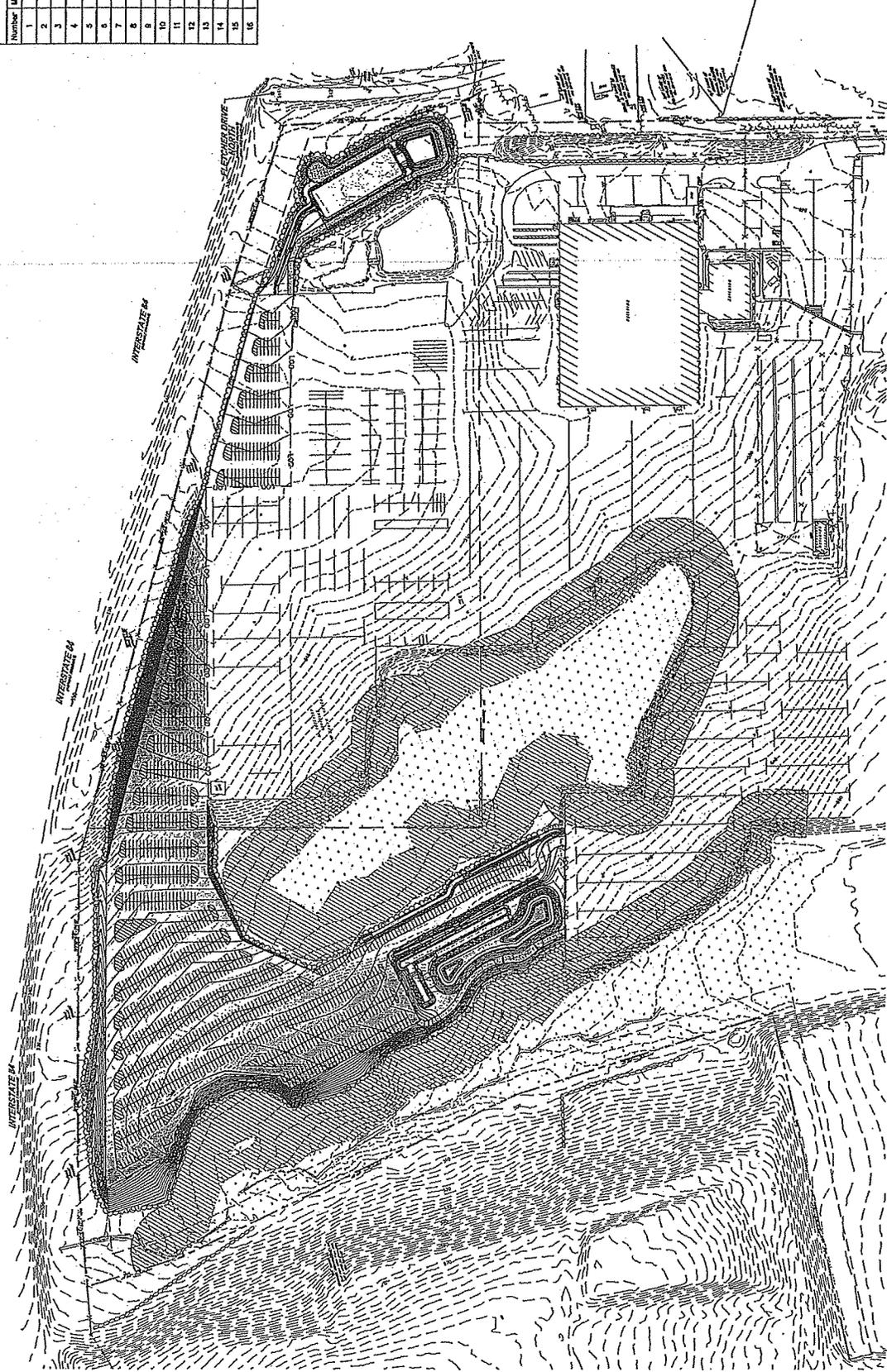
Should you have any questions or need clarifications about this letter or proposed Project staging, please do not hesitate to contact me at (914) 368-9200 or tyler.webb@kimley-horn.com.

Best Regards,

Tyler Webb, P.E.
Civil Engineer
Kimley-Horn Engineering and Landscape Architecture of New York, P.C.

Cc: Pat Hines, PE – MHE Engineering

Elevations Table			
Number	Maximum Elevation	Minimum Elevation	Color
1	-18.00	-18.00	1/8"
2	-16.00	-16.00	1/8"
3	-14.00	-14.00	1/8"
4	-12.00	-12.00	1/8"
5	-10.00	-10.00	1/8"
6	-8.00	-8.00	1/8"
7	-6.00	-6.00	1/8"
8	-4.00	-4.00	1/8"
9	-2.00	-2.00	1/8"
10	0.00	0.00	1/8"
11	2.00	4.00	1/8"
12	4.00	6.00	1/8"
13	6.00	8.00	1/8"
14	8.00	10.00	1/8"
15	10.00	12.00	1/8"
16	12.00	14.00	1/8"



GRAPHIC SCALE IN FEET
 0 25 50 100 200

Kimley-Horn
 CONSULTING ENGINEERS AND ARCHITECTS
 1000 W. UNIVERSITY AVENUE, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28203
 PHONE: 704.366.1100
 FAX: 704.366.1101
 WWW.KIMLEY-HORN.COM

MANHEIM NEWBURGH - GRADING HEATMAP

JULY 29TH, 2025

#11A



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: October 15, 2025
RE: Transfer Request

I would like to request the following budget transfer.

FROM:	TO:	AMOUNT:
D.5130.5452 Vehicle Contract Repair	D.5130.5451 Vehicle Parts	\$50,000.00
D.5130.5452 Vehicle Contract Repair	D5130.5466 Operating Supplies	\$20,000.00
D.5130.5452 Vehicle Contract Repair	D5110.5466 Operating Supplies	\$20,000.00

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

MH:ts
cc: R. Clum, Accounting

#113



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: October 14th, 2025

RE: Fall Leaf and Brush Pick-up

I would like to get the approval to have the attached letter published in the local newspapers to inform the Town Residents of the Fall pick-up schedule. Pick-up will be for the week of November 17th, 2025 to November 21st, 2025 and November 22nd, 2025 for calls.

If you have any questions you may feel free to contact me in my office.

MH/ch

cc: L. Vance Ayers, Town Clerk

TOWN OF NEWBURGH

#10

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

October 21, 2025

To: Supervisor Piaquadio
Town Board Members
Ron Klum Town Accountant

From: Gerald Canfield Code Compliance Supervisor

G/C

Re: Purchase of Microfilm Reader

I am requesting to purchase the Micro film Reader as approved in line # A3620.5200 of the 2025 Budget. The Reader is not on state bid therefore; I have attached three price quotes per our procurement policy. The one I recommend is the UScan+ Advanced Roll, Fiche and Aperture Card Microform Scanner by Crowley Digital Preservation Solutions. Their quote is the lesser of the three quotes and is under the budgeted amount by approximately \$2,000.00. I am available for any questions or concerns



The Crowley Company
 5111 Pegasus Court - Suite M
 Frederick, MD 21704
 (240) 215-0224 Fax: (240) 215-0234
 www.thecrowleycompany.com

QUOTATION



DIGITIZATION PRODUCTS

Date: 1/24/2024
 Quotation #: <Quote Number>
 Customer ID:
 Quotation valid until: 2/23/2024
 Prepared by: Zachary D Lubchansky
 ZakL@thecrowleycompany.com

Bill To: Town of Newburgh

Ship To: Siobhan Jablesnik
 21 Hudson Valley Professional Plaza
 Newburgh NY 12550
 845-566-4901
 <zoningboard@townofnewburgh.org>

Equipment/Consolidated Quote				
Qty	Part No.	Description	Unit Cost	Total Cost
1.00	WI-1020000	UScan+ Advanced Roll, Fiche and Aperture Card Microform Scanner Includes: Scanner Unit Universal Roll Film Microfiche & Aperture Card Carrier UScan+ Software USB3 Connectivity Email Connectivity Scan2Cloud GoogleDocs Opaque Light Source Color/Grayscale/Bitonal Capture 20MP Ultra-High Resolution Area Array With Real-Time on Screen View	\$ 8,900.00	\$ 8,900.00
1.00	FN-USCANTRAININGHW	Onsite Hardware/Software Installation, Webinar Operator Training Bundle	\$ 750.00	\$ 750.00
1.00	GOVT DISC	Beat GSA Government Vendor Discount	\$ (800.00)	\$ (800.00)
1.00	CM-SHIP	Shipping & Handling	\$ 175.00	\$ 175.00
			TOTAL	\$ 9,025.00

Accessories and Software Options				
Qty	Part No.	Description	Unit Cost	Total Cost
1.00	WI-8200430	Pay-Per-Use Interface	\$ 1,035.00	\$ 1,035.00
1.00	WI-8200132	UScan+ OCR	\$ 1,035.00	\$ 1,035.00
1.00	CM-PC03	Integrated All-in-One Touchscreen PC Workstation	\$ 3,075.00	\$ 3,075.00
1.00	WI-8203108	Monitor Stand - Mounts monitor above scanner, rotates to portrait or landscape positions	\$ 400.00	\$ 400.00
1.00	WW-2000222	3M Cartridge Adapter - for UScan+ and UScan+HD	\$ 265.00	\$ 265.00
1.00	WI-OPQMCMP	Opaque Microcard Template	\$ 1,035.00	\$ 1,035.00
1.00	WI-8200500	Accessory Kit: Cleaning supplies, Cleaning Wipes/Cloths, Air Puffer, Magnifier, Mouse Mat, Dust Cover, Accessory bag	\$ 190.00	\$ 190.00
1.00	WI-8200501	Consumables Kit - Fiche Only: See Attachment B - Kits for Included Items	\$ 490.00	\$ 490.00
1.00	WI-2000211	Manual Microfilm Winder	\$ 95.00	\$ 95.00
1.00	WI-2000212	3m Cartridge Holder	\$ 95.00	\$ 95.00
1.00	WI-2000208	Low Level Handle for Carrier	\$ 95.00	\$ 95.00

Service Options				
Qty	Part No.	Description	Unit Cost	Total Cost
1.00	CM-USCANSWPMC	Annual Software Support Contract - Phone Support & Release/Revisions Updates Only Within the Series/Version Number	\$ 500.00	\$ 500.00
1.00	CM-USCANR-AUR	One Year Auto Unit Replacement Warranty - UScan+	\$ 900.00	\$ 900.00
1.00	CM-USCAN2-AUR	Two Year Auto Unit Replacement Warranty - UScan+	\$ 1,800.00	\$ 1,800.00
1.00	CM-USCAN3-AUR	Three Year Auto Unit Replacement Warranty - UScan+	\$ 2,700.00	\$ 2,700.00

Terms				
Payment Terms: Payment due to ship FOB: Frederick, Maryland. Freight is pre-paid and billed. Delivery within 2-5 weeks of receipt of payment or valid purchase order, depending on stock. Warranty: One Year Warranty				

Notes				
Quoted prices are USD.				

THANK YOU FOR YOUR BUSINESS!

UScan+ Advanced PC Specifications

Processor	Minimum: Intel Core i5 Recommended: Intel Core i7
Memory	Minimum: 8 GB Recommended: 16 GB or more
Monitor	Recommended: 23" Touchscreen 1920 x 1080 Full Color
OS	Windows 10 and 11 Pro (64 bit only with Intel Processor)
USB Interface	USB 3.0

Note: For the cloud upload features to work correctly on Internet Explorer, the browser must be at version 11 or higher.

The Crowley Company pursues a policy of continuous product improvement and reserves the right to change these specifications without notice.

Rev. October 2022



THE CROWLEY ADVANTAGE

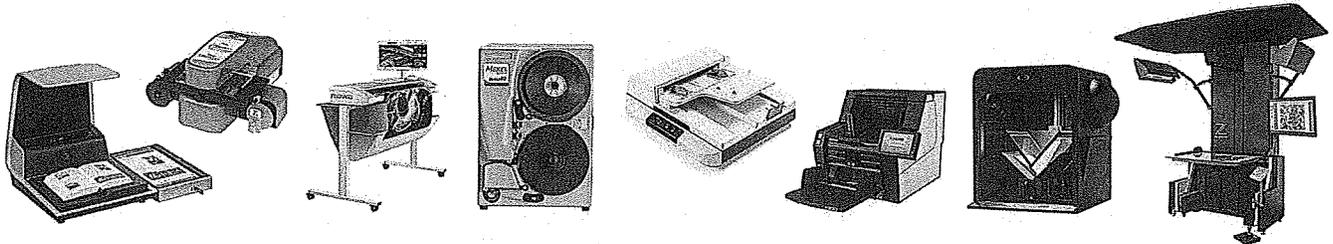
WE MAKE IT. WE USE IT. WE SUPPORT IT. YOU BENEFIT.



The short story about what sets Crowley scanners apart from the competition? Direct access.

A four-decade leader in the micrographics and digital imaging industries, The Crowley Company grew a base in commercial capture hardware distribution in 1980 to include digitization services in 1990 and scanner manufacturing in 2003.

Today, The Crowley Company is the *only* firm in the industry that manufactures and distributes scanners, utilizes them in-house and supports them globally. This unique ability to embody the full life cycle of records and preservation capture allows the Crowley manufacturing, sales and services teams to fully understand and meet any collection digitization challenge.



DIGITIZATION PRODUCTS LET THE CROWLEY EXPERIENCE BECOME YOURS

Reduce your digitization learning curve; take advantage of The Crowley Company's extensive knowledge in all areas of digitization and digital archival preservation.

- A trusted reputation, decades in the making
- Streamlined management with direct access to ownership
- Financial stability

- A sole focus on microfilm, document and data capture
- Strong industry associations
- Government contract vehicles

Capture Options for All Still Media Collections

A comprehensive selection of production and walk-up scanners and software for every still media archive and record need regardless of material type or volume

- Microfilm
- Microfiche
- Aperture cards
- Books and binders
- Documents
- Newspapers
- Maps, drawings and oversize materials up to A0 (2A0 with customization)
- Photographs
- Transmissive collections (slides, negatives, glass plates, etc.)
- Cultural heritage materials (fragile and historic collections)

Capture Options for All Budgets and All End-Users

- Walk-up (patron) scanners
- Desktop, workflow, production and wide-format scanners
- Back-office scanners
- Preservation scanners (FADGI-compliant)
- Multiple ownership options
 - Direct purchase
 - Long-term leasing with rent-to-own option
 - Monthly rentals
 - Financing available

“We are very impressed with the high-quality image output and the throughput speed of the scanners. Reliability is key in our business, so with downtime being almost non-existent, we can be confident that we will complete our production jobs on time while providing the highest quality deliverables.”

~ Amy Raines, Exela Technologies

Brand Names that Promise Quality

Crowley's in-house manufacturing and software engineering capabilities combine to resolve unique capture challenges and incorporate feedback in real time – no third-party delays. Crowley-manufactured scanners include these industry-leading brands:

- **Crowley** overhead book, aperture card, microfilm/microfiche scanners and film processors
- **Mekel Technology** production microfilm and microfiche scanners powered by Quantum software

Long-term partnerships and agreements with the most notable names in records management and archival digitization allow Crowley exclusive and/or preferred distribution for the following brands:

- **Zeutschel** overhead, book and cultural heritage scanners, overhead camera systems, microfilm cameras and archive writers
- **InoTec** production document scanners
- **ROWE** large-format scanners and folding systems
- **Qidenus** V-shaped book scanners
- **Avision** office and departmental scanners
- **IMAGELINK** digital scanners and microfilm
- **Laserfiche** electronic content management (ECM) software

Clients also benefit from custom software solutions for maximum capture and processing efficiency. The solutions are field-tested in Crowley's Digitization Services division, one of the largest services bureaus in the U.S.

Extensive Sales Support

- Experienced hardware representatives with an average of 25+ years specific industry experience each, spanning the full progression of digitization technology
- A vetted and approved worldwide reseller network
- No cost on-site, web and in-house scanner demonstrations
 - Side-by-side competitor comparisons strongly encouraged

- A deep understanding of end-user requirements including:
 - Production and manpower cost-efficiency
 - Image resolution and color accuracy
 - An in-depth knowledge of imaging requirements and standards including those of the Federal Agencies Digital Guidelines Initiative (FADGI), ISO and Metamorfoze
 - Scanner to network workflow
 - Regular software updates
 - Digital image security
 - Operator comfort
 - Value for ownership

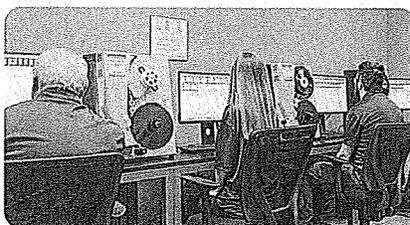
One Company. Multiple Options.

- **Buying power.** Crowley offers a single source for those requiring a combination of scanners and scanning services
- **Technical Support.** In-house and certified third-party technical support on all Crowley-manufactured and -distributed products available worldwide
 - Installation
 - On-site or web training
 - Image and color accuracy assessments
 - Annual maintenance
 - Emergency repairs
 - Parts and microfilm
- **Image Hosting.** IMAGEhost is Crowley's customized hosting software platform. Owners can cost-effectively access, view, share, save and print microfilm images scanned on Crowley, Mekel Technology and Wicks and Wilson microfilm scanners.
- **Professional Services.** Crowley's expertise extends to collection assessment, consultation services, project management and staffing, custom manufacturing and IT solutions and other activities as they relate to the digitization process



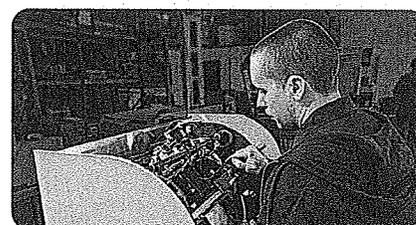
Digitization Products

Award-winning commercial production and walk-up patron scanners for the digitization of still media records and archives



Digitization Services

Award-winning in-house and on-site still media digitization services for records and archives



Support Services

The Crowley Company technical services team supports all Crowley manufactured and distributed scanner brands



DIGITIZATION PRODUCTS DIGITIZATION SERVICES SUPPORT SERVICES
www.thecrowleycompany.com | 240.215.0224 US Corporate

Join Us! @crowleyfans



October 2022



On The Move Contracting Services, LLC
18 Green Pine Lane | Webster, NY 14580

invoicing@onthemovecs.com
585.861.9500 | Fax 585.265.9550

NYS MWBE File ID #54737
NYC PIF# VS00021735
SFS# 1100096465

QUOTATION

Date: 9/25/2025
Quotation #: 09252025
Quotation Valid until: 10/25/2025

www.onthemovecs.com
Prepared by: Maat Reed
Maat@onthemovecs.com

Vendor website: thecrowleycompany.com

Ship To: Siobhan Jablesnik
21 Hudson Valley Professional Plaza Newburgh NY 12550
845-566-4901
<zoningboard@townofnewburgh.org>

Bill To: Town of Newburgh

Equipment / Consolidated Quote				
Qty	Part No.	Description	Unit Cost	Total Cost
1.00	WI-1020000	UScan+ Advanced Roll, Fiche and Aperture Card Microform Scanner Includes: Scanner Unit Universal Roll Film Microfiche & Aperture Card Carrier UScan+ Software USB3 Connectivity Email Connectivity Scan2Cloud GoogleDocs Opaque Light Source Color/Grayscale/Bitonal Capture 20MP Ultra-High Resolution Area Array With Real-Time on Screen View	\$ 9,370.00	\$ 9,370.00
1.00	FN-USCANTRAININGHW- GOVT DISC	Onsite Hardware/Software Installation, Webinar Operator Training Bundle Beat GSA Government Vendor Discount	\$ 750.00	\$ 750.00
1.00			\$ (800.00)	\$ (800.00)
1.00	CM-SHIP	Shipping & Handling	\$ 175.00	\$ 175.00
			\$ 9,495.00	\$ 9,495.00

Accessories and Software Options				
Qty	Part No.	Description	Unit Cost	Total Cost
1.00	WI-8200430	Pay-Per-Use Interface	\$ 1,090.00	\$ 1,090.00
1.00	WI-8200132	UScan+ OCR	\$ 1,090.00	\$ 1,090.00
1.00	CM-PC03	Integrated All-In-One Touchscreen PC Workstation	\$ 3,240.00	\$ 3,240.00
1.00	WI-8203108	Monitor Stand - Mounts monitor above scanner, rotates to portrait or landscape positions	\$ 425.00	\$ 425.00
1.00	WW-2000222	3M Cartridge Adapter - for UScan+ and UScan+HD	\$ 280.00	\$ 280.00
1.00	WI-OPQMCTMP	Opaque Microcard Template	\$ 1,090.00	\$ 1,090.00
1.00	WI-8200500	Accessory Kit: Cleaning supplies, Cleaning Wipes/Cloths, Air Puffer, Magnifier, Mouse Mat, Dust Cover, Accessory bag	\$ 200.00	\$ 200.00
1.00	WI-8200501	Consumables Kit - Fiche Only: See Attachment B - Kits for Included Items	\$ 515.00	\$ 515.00
1.00	WI-2000211	Manual Microfilm Winder	\$ 100.00	\$ 100.00
1.00	WI-2000212	3m Cartridge Holder	\$ 100.00	\$ 100.00
1.00	WI-2000208	Low Level Handle for Carrier	\$ 100.00	\$ 100.00

Service Options				
Qty	Part No.	Description	Unit Cost	Total Cost
1.00	CM-USCANSWPMC	Annual Software Support Contract - Phone Support & Release/Revisions Updates Only Within the Series/Version Number	\$ 525.00	\$ 525.00
1.00	CM-USCANR-AUR	One Year Auto Unit Replacement Warranty - UScan+	\$ 950.00	\$ 950.00
1.00	CM-USCAN2-AUR	Two Year Auto Unit Replacement Warranty - UScan+	\$ 1,895.00	\$ 1,895.00
1.00	CM-USCAN3-AUR	Three Year Auto Unit Replacement Warranty - UScan+	\$ 2,845.00	\$ 2,845.00

Terms				
Payment Terms: Payment due to ship				
FOB: Frederick, Maryland. Freight is pre-paid and billed.				
Delivery within 2-5 weeks of receipt of payment or valid purchase order, depending on stock. Warranty: One Year Warranty				
Notes				
Quoted prices are USD.				

THANK YOU FOR YOUR BUSINESS!

New Jersey Information Technology, LLC

412 Three Bridges Road
Hillsborough, NJ 08844

Quote

Valid for 60 days unless
otherwise specified in
Description

Date	Quote #
1/24/2024	21884

Name / Address
Siobhan Jablesnik 21 Hudson Valley Professional Plaza Newburgh NY 12550 845-566-4901

Ship To

Terms	Project

Item	Description	Qty	Rate	Total
Equipm...	UScan+ Advanced Roll, Fiche and Aperture Card Microform Scanner Includes: Scanner Unit Universal Roll Film Microfiche & Aperture Card Carrier Uscan+ Software USB3 Connectivity Email Connectivity Scan2Cloud GoogleDocs Opaque Light Source Color/Grayscale/Bitonal Capture	1	8,900.00	8,900.00T
Services	20MP Ultra-High Resolution Area Array With Real-Time on Screen View	1	750.00	750.00T
Freight ...	Onsite Hardware/Software Installation, Webinar Operator Training Bundle	1	175.00	175.00T
	Shipping			
	****SECTION SUB-TOTAL****			9,825.00
		Subtotal		
		Sales Tax (6.625%)		
		Total		

New Jersey Information Technology, LLC

412 Three Bridges Road
Hillsborough, NJ 08844

Quote

Valid for 60 days unless
otherwise specified in
Description

Date	Quote #
1/24/2024	21884

Name / Address
Siobhan Jablesnik 21 Hudson Valley Professional Plaza Newburgh NY 12550 845-566-4901

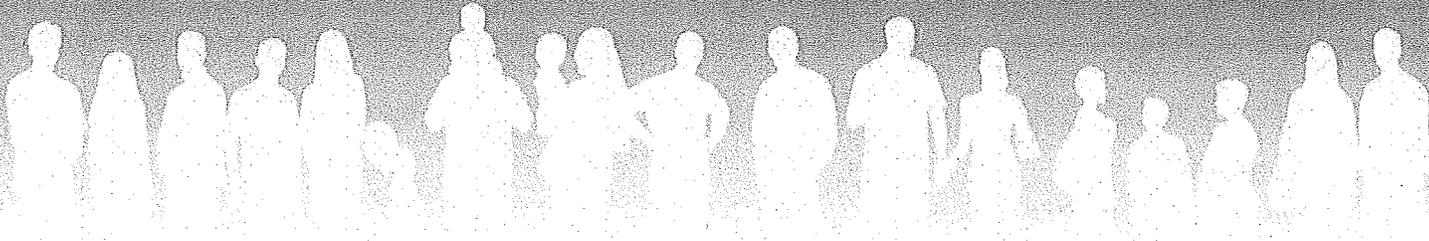
Ship To

Terms	Project

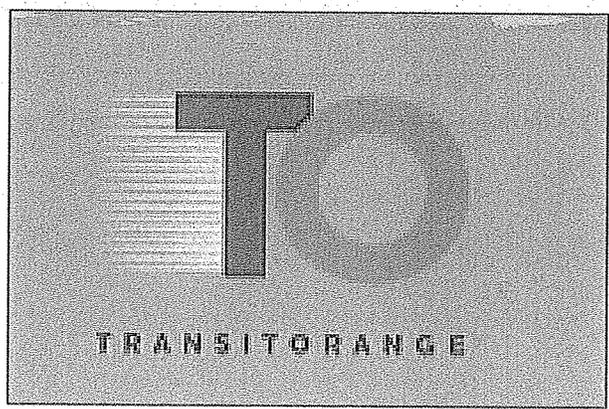
Item	Description	Qty	Rate	Total
	***** OPTIONS *****			
	Pay-Per-Use Interface \$ 1,035.00			
	UScan+ OCR \$ 1,035.00			
	Integrated All-in-One Touchscreen PC Workstation \$ 3,075.00			
	Monitor Stand - Mounts monitor above scanner, rotates to portrait or landscape positions \$ 400.00			
	3M Cartridge Adapter - for UScan+ and UScan+HD \$ 265.00			
	Opaque Microcard Template \$ 1,035.00			
	Accessory Kit: Cleaning supplies, Cleaning Wipes/Cloths, Air Puffer, Magnifier, Mouse Mat, Dust Cover, Accessory bag \$ 190.00			
	Consumables Kit - Fiche Only: See Attachment B - Kits for Included Items \$ 490.00			
	Manual Microfilm Winder \$ 95.00			
	3m Cartridge Holder \$ 95.00			
	Low Level Handle for Carrier \$ 95.00			
	Annual Software Support Contract - Phone Support & Release/Revisions Updates Only Within the Series/Version Number \$ 500.00			
	One Year Auto Unit Replacement Warranty - UScan+ \$ 900.00			
	Two Year Auto Unit Replacement Warranty - UScan+ \$ 1,800.00			
	Three Year Auto Unit Replacement Warranty - UScan+ \$ 2,700.00			
		Subtotal		\$9,825.00
		Sales Tax (6.625%)		\$650.91
		Total		\$10,475.91

13

Newburgh Dial-A-Ride Title VI Plan



**NEWBURGH DIAL-A-RIDE
TITLE VI
SUBMISSION TO THE FEDERAL
TRANSIT ADMINISTRATION**



October 2025

Abbreviations

DAR	Dial-A-Ride
FTA	Federal Transit Administration
LEP	Limited English Proficiency
MPO	Metropolitan Planning Organization
OCDP	Orange County Department of Planning
OCTC	Orange County Transportation Council
USDOT	United States Department of Transportation

- Language Assistance Plan for providing language assistance to persons with limited English proficiency
- A table depicting the membership of transit related non-elected committees and councils, the membership of which is selected by the subrecipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees (if applicable)
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. The approval must occur prior to submission to Orange County. (Board approval is not required if the subrecipient does not have a Board.)

The Newburgh DAR shall update its Title VI plan every three years and present the updated plan to Orange County for their review and approval.

Title VI Policy

Newburgh DAR assures that no person shall on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Newburgh DAR further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Newburgh DAR distributes federal aid funds to another entity, it will include Title VI language in all written agreements and will monitor for compliance.

For more information on Newburgh DAR's Title VI program contact:

Newburgh DAR
Supervisor
1496 Route 300
Newburgh, NY 12550
Phone: (845) 564-6084
Fax: (845) 566-9486
Email address: supervisor@townofnewburgh.org

Title VI Public Notice

Newburgh DAR recognizes the importance of informing the public of its Title VI rights and providing and distributing general information to the public in a manner and language that citizens can understand. Newburgh DAR periodically posts the following statement through various media outlets, including:

- Agency website at www.townofnewburghny.gov/cn/webpage.cfm?TID=40&TPID=4942 (which has the ability to be translated, for example through free online services like Google Translate)
- Public areas of the agency office
- Flyers and postings on buses

Newburgh DAR

TITLE VI POLICY STATEMENT

Newburgh DAR assures that no person shall on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Newburgh DAR further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Newburgh DAR distributes federal aid funds to another entity, it will include Title VI language in all written agreements and will monitor for compliance.

Additional Information:

Individuals and/or organizations who would like more information concerning Newburgh DAR's non-discrimination obligations should contact:

Supervisor
1496 Route 300
Newburgh, NY 12550

If information is needed in another language, please contact Newburgh DAR at supervisor@townofnewburgh.org or call (845) 564-6084.

Complaint Procedures:

Individuals or organizations who believe they have been denied the benefits of, excluded from participation in, or subject to discrimination on the grounds of race, color, or national origin can file an administrative complaint with Newburgh DAR under Title VI of the Civil Rights Act of 1964 and send to the above address. If desired, individuals and organizations may file a complaint by completing the attached Title VI complaint form or a copy of the form is available on-line at <https://www.townofnewburghny.gov/cn/webpage.cfm?TID=40&TPID=4942>. Complaints should be signed and include contact information.

1496 Route 300
Newburgh, NY 12550
Phone: (845) 564-6084
Fax: (845) 566-9486
Email address: supervisor@townofnewburgh.org

How long will it take for my complaint to be resolved?

The complaint will be reviewed by the Supervisor. When practicable, the complainant shall be notified, in writing, of the findings and remedial action, if any, within a period not to exceed 60 days.

Enclosed are Attachment B – Complaint Form and Attachment D – Flowchart of the Complaint Intake, Monitoring, and Resolution process.

Transit Related Title VI, Complaints, Investigations and Lawsuits

There have been no investigations, complaints, or lawsuits filed with or against Newburgh DAR for Title VI violations during the past three (3) years.

Public Involvement Process

Newburgh DAR recognizes the importance of engaging members of the public, particularly those who depend upon public transit services, in planning activities and marketing efforts that reach and inform all current and/or potential transit customers through various strategies and outlets. Newburgh DAR understands that it is particularly important to make efforts to reach out to and engage members of disadvantaged segments of the community such as lower income, minority, and LEP populations.

Organizational Structure

The structure for engaging with the public is generally two-fold within Orange County: Newburgh DAR directly interact with riders, while the Orange County Department of Planning (OCDP) serves as the designated coordinating agency and is tasked with planning and implementation. Additionally, OCDP works extensively with the Orange County Transportation Council (OCTC), the Metropolitan Planning Organization (MPO) of Orange County, to provide public notice and participation opportunities to all members of the community.

As it relates to public outreach and participation, Newburgh DAR is tasked with day-to-day operations and is typically the first interaction as it relates to Title VI complaints and language assistance needs and are pivotal in tracking such interactions.

OCDP, which performs planning and administrative activities, collaborates with Newburgh DAR via the operator oversight program. This program allows OCDP to coordinate with Newburgh DAR regarding complaints, language assistance, and day-to-day operations.

Public Outreach Activities

In efforts to involve minority and limited English proficient (LEP) populations in the planning process and to address linguistic, institutional, cultural, economic, historical, or other barriers that may prevent

Language Assistance Plan

Language Assistance Plan Components

Limited English Proficient (LEP) persons are people for whom English is not the primary language and who have a limited ability to read, write, speak, or understand English. To comply with the FTA Title VI requirement on nondiscrimination based on national origin, as it affects limited English proficient persons, Newburgh DAR will take reasonable steps to ensure meaningful access to our programs and activities by LEP persons.

In order to ensure meaningful access to Newburgh DAR programs and activities, we shall use the information obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide to access the transit services. A careful analysis of the clientele and potential clientele we serve will determine if we communicate effectively with LEP persons and the language spoken other than English. The Four Factor Analysis is an individualized assessment that balances the following four factors.

1. A number or proportion of the LEP population(s), specifically served or could be served by Newburgh DAR transit service.
2. The frequency with which LEP persons come into contact with Newburgh DAR
3. The nature and importance of Newburgh DAR transit services to LEP population(s).
4. The resources available for LEP outreach and how employees are trained to provide language assistance to LEP persons.

LEP Four Factor Analysis

To determine if an LEP population requires language assistance and what specific language services are appropriate, the Newburgh DAR has conducted a Four Factor Analysis of the following areas: (1) Demography, (2) Frequency, (3) Importance, and (4) Resources and costs.

Factor 1 – Demography

According to the 2019-2023 American Community survey, in 2023 the Newburgh DAR service area has a total population of 30,399. Of this population, 77.2% percent speak only English, while the remaining 22.8 percent speak other languages, either in addition to or instead of English. LEP population is characterized as people who speak a language other than English at home and speak English less than “very well”. Approximately 5.5 percent of people within the Newburgh DAR service area speak English less than “very well”, of which the largest share speak Spanish as their primary language. Table 2 depicts the language breakdown of LEP individuals, represented as both the total number of individuals who speak each language and as a proportion of the total service area population.

The “Safe Harbor” guidance states that language or translation assistance should be provided for each eligible language group that constitutes at least five (5) percent or 1,000 LEP individuals of the population of persons eligible to be served or likely to be affected or encountered, whichever is less. Based on the analysis of census data, Spanish LEP populations meet this threshold.

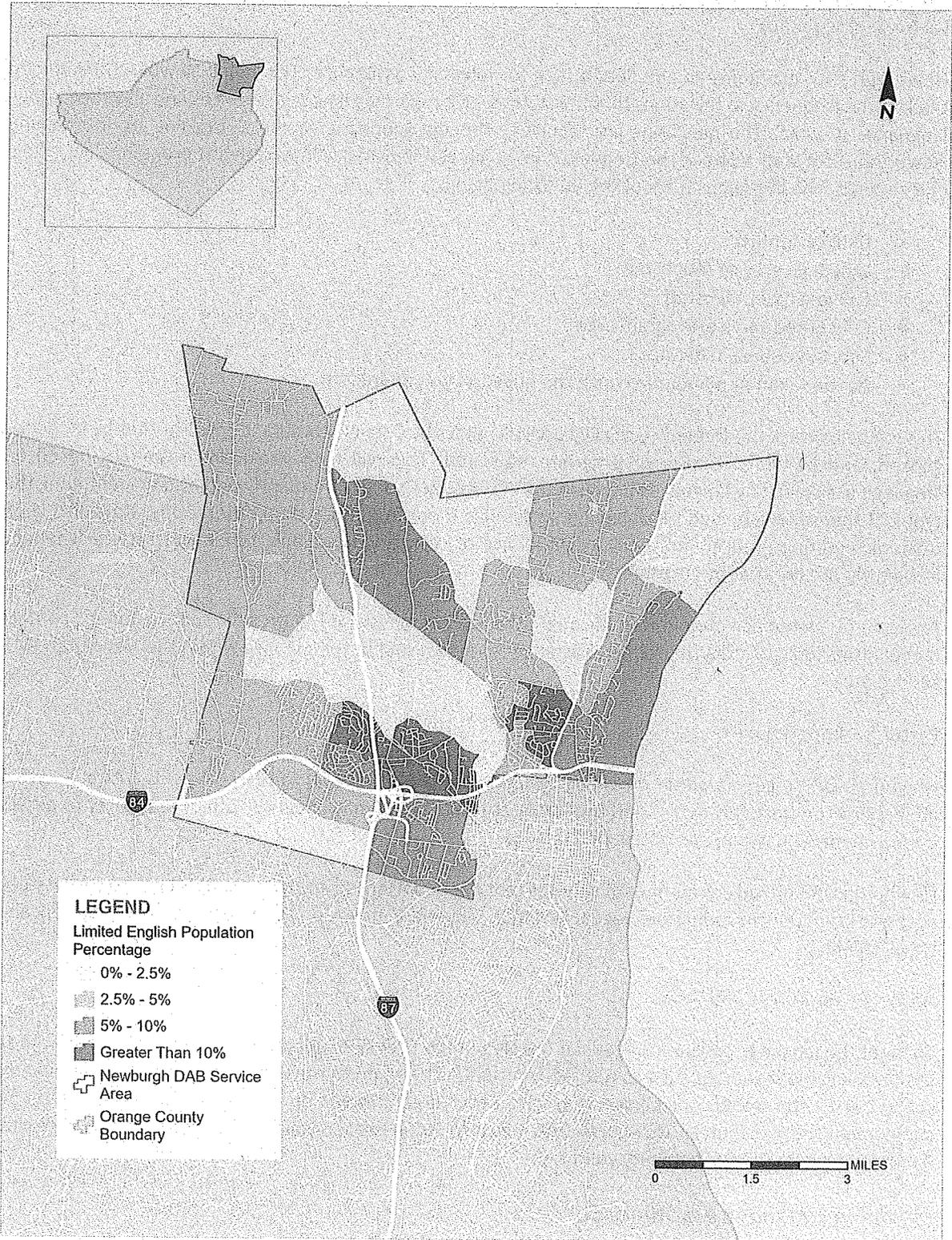


Figure 1: Service Area Distribution of LEP Population

community organizations that meet the needs of Spanish-speaking population. As needed, key documents are translated to Spanish, meeting the threshold for translation of such materials.

Informing LEP Populations of the Availability of Language Assistance

Language assistance is advertised on our website, on the Title VI notice, through posters in our agency, and through program registration materials, as applicable. Newburgh DAR also utilizes community-based organizations to share the availability of these services, public meetings, rider surveys and interviews, outreach documents, and on vehicles.

Newburgh DAR annually identifies the language capabilities and language assistance needs of our ridership. Should Newburgh DAR have more than 5% of persons or 1,000 people in a specific language group that requires language assistance, Newburgh DAR shall comply with the US Department of Justice Safe Harbor Provision and provide written material in the specific language and or oral interpretation of the written material, free of cost.

Updating the Language Assistance Plan

The Newburgh DAR will monitor the effectiveness of the language assistance to determine if enhancements on the methods (translating vital documents, interpretations and website) is required to better communicate with the LEP population(s). As a part of this process, the Newburgh DAR will incorporate components that encourage feedback from customers on their experience with the implementation of the Language Assistance Plan. Based on the input received, Newburgh DAR will make any immediate critical updates that can be feasibly implemented and document others for the triennial update of the Title VI Plan. Consequently, if there are updates to the Language Assistance Plan within Orange County's Human Service – Public Transportation Coordination Plan, Newburgh DAR will review such updates and identify those with impact on components germane to its own Language Assistance Plan. Critical updates that can be feasibly implemented, will be immediately incorporated.

Training Employees to Provide Language Assistance

Newburgh DAR employees are oriented on the principles of Title VI and language assistance. New employees will be provided guidance on the needs of clients served and how best to meet their language needs. Refresher training will be completed with the triennial Title VI Plan update. Reminders on the importance of Title VI and the Language Assistance Plan will be distributed through email. Training will include review of the following Title VI program components:

1. Title VI Notice to the Public
2. Title VI complaint procedures and form
3. Complaint log
4. LEP (Four Factor Analysis and Language Assistance Plan)
5. LEP Service Log

Date	Activity (Review-Update- Addendum-Adoption- Distribution)	Person Responsible	Remarks
August, 2015	Adopted and distributed	Mr. John Grimm	Verified intake materials, postings. Verified all employees received Title VI training and copies of Title VI policy.
June, 2022	Annual review of implementation	Dawn Thompson	Verified all new employees received training and copies of Title VI policy. Verified intake materials and postings.
September, 2023	Annual review of implementation	Dawn Thompson	Verified all new employees received training and copies of Title VI policy. Verified intake materials and postings.
June, 2024	Updated plan, adopted and distributed	Dawn Thompson	Verified all employees received training and copies of Title VI policy. Verified intake materials, postings
MONTH XX, 2025	Adopted and distributed	NAME	Verified intake materials, postings. Verified all employees received Title VI training and copies of Title VI policy.

Program Monitoring

The Newburgh DAR will monitor the effectiveness of the Title VI program through the feedback from clientele, employees, general public and other agencies (Orange County, FTA). Newburgh DAR seeks opportunities to continuously improve its Title VI plan, public participation outreach efforts and providing meaningful access of our services to LEP individuals.

Facility Location Equity Analysis

As a subrecipient of federal funds, Newburgh DAR understands we are required to conduct a Title VI equity analysis when planning to construct, expand, or purchase a facility. A facility includes storage facilities, maintenance facilities, and operations centers, but it does not include bus shelters, transit stations, or power substations. The equity analysis requirement applies even to facilities that do not receive direct federal funding (as long as Newburgh DAR receives federal financial assistance, Title VI requirements apply to all programs and activities). The equity analysis compares the equity impacts of various siting alternatives and must occur during the planning phase, prior to the selection of the preferred site, and must include the following:

1. A description of the outreach to persons potentially impacted.
2. A comparison of equity impacts of various siting alternatives.
3. An analysis about whether a disparate impact occurs on the basis of race, color or national origin (including potential cumulative adverse impacts from other facilities with similar impacts in the area) because of the location and construction of a facility. (If there is a disparate impact, the construction of the facility may only occur if there is a substantial legitimate justification, there are no alternative locations that would have a less disparate impact, and it is not a pretext for discrimination).

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**Attachment B:
Title VI Complaint Form**

Describe the alleged discrimination. Explain what happened and whom you believe was responsible (if additional space is needed, add a sheet of paper).

List names and contact information of persons who may have knowledge of the alleged discrimination.

Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court? Check all that apply.

Federal Agency

Federal Court

State Agency

State Court

Local Agency

If you have checked above, please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Address:

City/State/Zip Code:

Telephone Number (Home):

Telephone Number (Work):

Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant Signature: _____ Date: _____

Attachments: Yes No

Submit form and any additional information to:

**Supervisor
Newburgh Dial-A-Ride
1493 Route 300
Newburgh, New York 12550
Fax: (845) 566-9486
supervisor@townofnewburgh.org**

