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

WORKSHOP MEETING AGENDA Monday, July 22, 2019 7:00 p.m.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. MOMENT OF SILENCE

4. CHANGES TO AGENDA

5. APPROVAL OF AUDIT

6. PRESENTATION: Waterstone

- 7. POLICE DEPARTMENT: A. Payment of Annual Software Maintenance B. Hiring of Police Dispatcher
- 8. TOWN CLERK: A. On Line Dog License Renewal B. Selling of E-Z Pass
- 9. ANIMAL CONTROL: T-94 Withdrawal

10. ENGINEERING:

- A. Meadow Hill North/West Sewer Service Area Proposal for Sanitary Sewer Evaluation and Survey (SSES)
- B. Mountainview Water Storage Tank Proposal for Tank Size Analysis

11. BUILDINGS AND GROUNDS: 21 Hudson Plaza Communications System

12. ZONING: Hiring of Planning Services for Senior and Affordable Housing

13. CYBER SECURITY

- A. Rescind Town Board Approval on Initial Cyber Liability Insurance from Beazley
- B. Approval for Cyber Liability from Chubb-Ace American Insurance

14. HIGHWAY DEPARTMENT: Approval to Hire Seasonal Worker

15. EXECUTIVE SESSION: CSEA Memorandum of Agreement (MOA)

16. ADJOURNMENT

GJP; jpp Second Draft: July 19, 2019 11:15 am



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell Chief of Police

(845) 564-1100

July 12, 2019

To: Town Board

From: Chief Donald B. Campbell

Subject: Payment of Annual Police Software Maintenance

I am requesting your authorization to pay the annual police software maintenance agreement of \$20,938 to IMPACT (Admit Computer Services). The funds for this payment are included in the Police budget in account # 3010.497.

Respectfully_Submitted:

Cph Donald B. Campbell

Chief of Police



nvoice No	Date	Page
242463	06/30/2019	1 of 1

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Admit Computer Services, Inc., a CentralSquare Company 1000 Business Center Drive Lake Mary, FL 32746 www.centralsquare.com Toll free 800-727-8088

Billing Inquiries: Accounts.Receivable@centralsquare.com

	Bill To Newburgh Town Police Department Attn: Chief Bruce Campbell 300 Gardnertown Road Newburgh NY 12550 United States		Ship To Newburgh Tow Attn: Chief Bru 300 Gardnerto Newburgh NY United States	wn Road	ment
Customer l	No Customer Name	Customer PO #	Currency	Terms	Due Date
14893	Newburgh Town Police, NY	adamagaha ata daga dagan kata mengerakan tahun mengerakan tahun sebagai kata dagan tahun tahun tahun sebagai k	USD	Net 30	07/30/2019
·	Description	Ur	nits	Rate	Extended
1	Impact CAD - Server (Site) & 1 Station (User) Annual M Annual Maintenance Fee VCAD Maintenance: Start:08/01/2019, End: 07/31/2020	Aainten -	2	\$3,266.50	\$6,533.00
2	Impact RMS with Media and Data Sharing (Site) Annua - Annual Maintenance Fee RMS Enterprise Maintenance: Start:08/01/2019, End: 07/31/2020	al Mainten	1	\$11,169.00	\$11,169.00
3	Barcoding Annual Maintenance Fee - Annual Maintena Property/Evidence Bar Coding Module Maintenance: Start:08/01/2019, End: 07/31/2020	nce Fee	1	\$239.00	\$239.00
4	Biometrics Interface Annual Maintenance Fee - Annual Maintenance Fee Biometrics Interface Maintenance: Start:08/01/2019, End: 07/31/2020	l	1	\$708.00	\$708.00
5	NYS TraCS Interface Annual Maintenance Fee - Annua Maintenance Fee NYS TraCS Interface Maintenance: Start:08/01/2019, End: 07/31/2020	al	1	\$709.00	\$709.00
6	Photo Annual Maintenance Fee - Annual Maintenance Photo Capture Station License Maintenance: Start:08/01/2019, End: 07/31/2020	Fee	1	\$1,580.00	\$1,580.00
Please mal	te remittance payable to Admit Computer Services, I	nc. ACH / EFT:	Subtotal		\$20,938.00
Routing Nu Account Nu	mber 121000248 mber 4125177089 • (Phone 800-869-3557)		Тах		\$0.00
E-mail payr	nent details to: Accounts.Receivable@centralsquare.com	1	Invoice Total		\$20,938.00
	ess Center Dr.	Payn	nents Applied		\$0.00
Lake Mary United Stat			Balance Due		\$20,938.00

Form	W.	-9	
(Rev. C	october :	2018)	
Departr	nent of ti	ne Treasury	
Internal	Revenue	Service	

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank	•							
	Admit Computer Service, Inc.								
	2 Business name/disregarded entity name, if different from above								
on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1, C following seven boxes.	certai	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				nly to 3; see		
/A	Individual/sole proprietor or I C Corporation S Corporation Partnership single-member LLC	Exem	Exempt payee code (if any)						
\$÷2	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	ership) >	1						
Print or type. c Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member (wner. Do not check		ption fr	om FA	TCA	repor	ting	
nst n	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sin	owner of the LLC is	t code	(if any)					
άŪ	is disregarded from the owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for the tax classification of its owner should check the appropriate box for tax classification of its owner should check the appropriate box for tax classifi	ner.							
Scif	Other (see instructions) >		(Applies to accounts maintained outside the U.S.)					ne U.S.)	
Š	5 Address (number, street, and apt, or suite no.) See instructions.	Requester's name	and address (optional)						
See	1000 Business Center Drive								
თ	6 City, state, and ZiP code	1							
	Lake Mary, FL 32746								
	7 List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
Entor	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	void Social se	ecurity n	umber					
hack	in withholding. For individuals, this is generally your social security number (SSN). However,	iora			٦				
roeide	ant align sole proprietor, or disregarded entity, see the instructions for Part I, later. For other		-		-				
entitie TIN, la	es, it is your employer identification number (EIN). If you do not have a number, see How to g	or			J	L			
	If the account is in more than one name, see the instructions for line 1. Also see What Name	and Employe	r identif	ication	numl	per			
NOTO: Numł	per To Give the Requester for guidelines on whose number to enter.			T	T		T		
		1 1	- 2	5 2	2 4	9	7	9	
www.common.com			لي منه			L			

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (If any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have falled to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual relirement arrangement (IRA), and generally, payments other than interest and dividends you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

							3	
Sign Here	Signature of U.S. person ►	Zn	b	L'	Date 🏲	4	13-1/19	
		<u>v v v</u>	-4-2×					

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

 Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Crossroads of the lortheas

TOWN OF NEWBURGH

PH: 845-566-7785

Fax: 845-564-2170

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT. To: Supervisor Piaquadio Town Board From: Charlene M Black, Personnel Date: July 16, 2019 Re: Full-time Dispatcher

Please find attached a letter and Employee Request form from Chief Campbell requesting the approval of Full Time Dispatcher, Ashley Masopust, with a hire date on or after July 29th, 2019, due to the fact that Betty is already a P/T employee. She was third on the Orange County Canvas list so no canvassing was necessary.



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

July 16, 2019

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Dispatcher Position

I am requesting the Newburgh Town Board appoint Ashley Masopust to the position of Full-Time Dispatcher. Ashley has been employed as a Part-Time Dispatcher since July of 2017 and is fully trained in communications. Ashley is currently immediately reachable on the Orange County Dispatcher Civil Service Residency List and I am requesting a start date on or after July 29th 2019. (Fund appropriation # 001-3120-0100-000).

Donald B. Campbell Chief of Police

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

đ,

NAME OF CANDIDATE: Ashley Masopust	*
DEPARTMENT: Police	
TITLE OF POSITION: Dispather	
FUTLE TIME OR ART TIME Full time	
HOURLY RATE: 44,050 per year 18 per CSEA Contr.	sef
IS POSITION FUNDED IN CURRENT BUDGETYES OR NO	
FUND APPROPRIATION NUMBER: 001- 3120 - 0100 - 000	
PROPOSED HIRE DATE: NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMLETTION OF ALL REQUIRED PAPERWORK	•
A.B. M.	
DEPARTMENT HEAD SIGNATURE	
7/16/19	
DATE	

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi Town Clerk

Lisa M. Ayers First Deputy Town Clerk

To: Gil Piaquadio

From: Joseph Pedi

Date: July 8, 2019

Subject: Online Renewal of Dog Licenses

Now that the credit card payment system has matured, I would very much like to introduce online dog license renewal.

Simply put, a resident can renew a dog license online using their credit card for payment assuming the rabies vaccination is current. If the rabies vaccination is not current, the user will be advised and the dog renewal will not occur.

The software is created by BAS who created and maintains the Dog Licensing Software we are currently using.

The \$950.00 first year cost is relatively inexpensive and the annual maintenance fee after the first year is only \$300.00. Please see the enclosed quote from BAS.

I feel this will increase the accessibility of Town Clerk functions to the Town residents.

Joseph/P. Pedi

8 A

845-564-4554 Fax: 845-564-8589 e-mail: josephpedi@townofnewburgh.org lisaayers@townofnewburgh.org



661 Plank Road • Clifton Park • New York • 12065 • Phone 518-371-6869 • Fax 518-371-8207

7/3/2019

TOWN OF NEWBURGH ONLINE DOG PORTAL QUOTE

SOFTWARE/SERVICES:	<u>COST:</u>
Online Dog Licensing Portal (\$500)	\$500
System Configuration (1 hour @ \$150/hour)	\$150
System Training (30 mins via webinar)	\$N/C
Total Soft	ware/Services: \$650
Annual Hosting, Support & Ma (\$25/month invoiced annually	
Tota	l 1 st Year Cost: \$950

Approved by:

Name

Signature

Title



Our Online Dog Portal integrates seamlessly with the Clerk Licensing System. This al residents to quickly access their current license information and renew expiring licenses u any device connected to the internet.

FEATURES AVAILABLE TO RESIDENTS 24 HOURS A DAY, 365 DAYS A YEA





Renew Dog Licenses Conveniently & securely renew licenses using credit, debit, or electronic check

APPLICATION FEATURES



Rabies Validation

The system automatically verifies renewability based on the related rabies certification expiration. If the certification has expired, the resident will not be able to renew online and will receive a request for a new rabies certificate.



Automatic Sync

Avoid manual entry! This system automatically syncs all online dog license renewal transactions and imports them back into the Dog Module within the Clerk Licensing System where they are placed in a queue.



Easy Balancing

All online renewal transactic are clearly marked as "Intern on the daily cash report and 1 dog transaction report for ea balancing of payments receive



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi Town Clerk

Lisa M. Ayers First Deputy Town Clerk

To: Gil Piaquadio

From: Joseph Pedi

Date: July 8, 2019

Subject: Sale of EZ Pass

Attached is an application and a sales agreement that will allow the Town Clerk's Office to sell EZ Pass Tags.

Simply put, the Town buys the tags from the Thruway Authority for \$21.00 each and sells them for \$25.00 each. The initial purchase is usually 25 tags for a total of \$525.00

My intent is to increase the variety of services offered by the Town Clerk's Office.

If this requires Town Board approval, please include this item on the agenda for the July 22, 2019 Workshop Meeting.

Joseph P. Pedi

845-564-4554 Fax: 845-564-8589 e-mail: josephpedi@townofnewburgh.org lisaayers@townofnewburgh.org

8 B



Thruway Authority

P.O. Box 189 Albany, NY 12201 Phone: (518) 471-4218 Fax: (518) 436-2808 Email: ezpassny@thruway.ny.gov

E-ZPass Operations

E-ZPASS ON-THE-GO RETAIL SALES PROGRAM APPLICATION



INSTRUCTIONS:

- Please read the E-ZPass On-the-Go Retail Sales Agreement.
- Complete Sections I through VI and mail, fax or email as noted above (Application must be completed in its entirety and signed by an authorized representative).
- Upon approval of Application, the Retail Sales Agreement will be sent to Merchant for execution.

NOTE: Municipalities, State agencies and public colleges and universities use Application (TA-W6333) found at www.thruway.ny.gov.

Section 1 Applicant Information					
Corporate/Business/Entity Name	Authorized Representative Name		Phone No.		
			() -		
Doing Business As (DBA)(if applicable)	Federal Employer ID No. (or SS N	lo.)	Fax No.		
			() -		
Address of Primary Place of Business or Principal Office	City	State	Zip Code -		
Section II Retail Location Information					
Total number of retail locations the entity operates Total nu	mber of retail locations applying f	or E-ZPass Or	n-the-Go Tag distribution		
Type(s) of retail locations where E-ZPass On-the-Go Tags will be	distributed (check all that apply)				
Gas/Service Station Auto Dealership Car W	ash 🗌 Newsstand/Gift Shop		Auto Parts Store		
Grocery Store Convenience Store Fast F	ood Other				
Section III Specific Retail Information for E-ZI	Pass On-the-Go Tag Sales	s (See Page	e 2)		
Section IV Vendor Responsibility Questionnai	'e				
Submit questionnaire online at www.osc.state.ny.us/vend application.	rep/enroll.htm or print question	nnaire, com	plete and attach it to this		
Section V E-ZPass On-the-Go Retail Sales Ag	reement (See attached)				
Section VI Applicant Representation and Cert	ification				
I hereby represent that all of the information provided in this App authorized to execute this Application on behalf of the entity nam	olication is complete, true and accu ned in Section I.	urate. I furth	er represent that I am		
Authorized Representative Signature	Authorized Representative Title		Date		

Important Note to Applicants:

Submission of an E-ZPass On-the-Go Retail Sales Program Application does not guarantee that it will be approved. Approval to participate as an E-ZPass On-the-Go merchant is within the sole discretion of the New York State Thruway Authority. Applicants may be required, at the request of the Thruway Authority, to provide additional information regarding the financial responsibility of the applicant.

It is not necessary to employ any person, agency, or organization to assist you in filing this Application. Beware of persons claiming to be able to assist you in securing action on your Application.

If you have questions on the Application or need assistance completing it, contact E-ZPass Operations at the number listed above.

9

E-ZPass On-the-Go Retail Sales Program Application Retail Information for E-ZPass On-the-Go Tag Sales

INSTRUCTIONS: Complete information for each retail location that will be selling E-ZPass On-the-Go Tags. Photocopy as needed.

Retail Location Information				
Store/Location Name	Store	No. (optional) Er	mail Address	
Store Type (if applicable)	Contact Name		Pho	one No.
			() -
Physical Address		City	State Zip Code	County
Billing Address (Check if same as address on Page 1) (Check if same as physical address)			Average No. of customers per week	Average sales volume per week (if applicable)
Sunday Monday Hours AM PM AM PM	Tuesday AM PM	Wednesday	Thursday Friday	Saturday
Operation	to AM PM	to AM PM		
Total Square Footage Do You: Expiration Dat	e of Lease Yea	rs at Address	Are You Licensed to Sell NYS	S Lottery?
Retail Location Information		No. (antional) [weil Addunge	
Store/Location Name	Store	No. (optional) E		
Store Type (if applicable)	Contact Name		Ph	one No.
			() -
Physical Address		City	State Zip Code	e County
Billing Address (Check if same as address on Page 1) (Check if same as physical address)		<u></u>	Average No. of customers per week	Average sales volume per week (if applicable)
Sunday Monday Hours AM	Tuesday AM PM	Wednesday	Thursday Friday	
Operation AM PM AM PM	to AM_PM	to		
Total Square Footage Do You: Expiration Dat	te of Lease Yea	ars at Address	Are You Licensed to Sell NY: Yes - If Yes, give no.	S Lottery?
Own				
Retail Location Information				
Store/Location Name	Stor	e No. (optional) E	Email Address	
Store Type (if applicable)	Contact Name	I	Pt	none No.
				() -
Physical Address		City	State Zip Code	e County
Billing Address (Check if same as address on Page 1) (Check if same as physical address)			Average No. of customers per week	Average sales volume per week (if applicable)
Hours Sunday Monday	Tuesday			y Saturday MPMAMPM to
Operation to toAMPMAMPM	to	to		
Total Square Footage Do You: Expiration Da	ate of Lease Ye	ars at Address	Are You Licensed to Sell NY Yes - If Yes, give no.	'S Lottery?
Own			No	

Sample Legislative Resolution Municipalities Only

Resolution Authorizing (Municipal Entity) to enter into an agreement with the New York State Thruway Authority to sell E-ZPass Tags.

WHEREAS, (Town, City, County) Clerk's Office or any other approved municipal location wishes to retail E-ZPass Tags through the New York State Thruway Authority's E-ZPass On-the-Go Program;

WHEREAS, (Town, City, County) Clerk's Office or any other approved municipal location will purchase E-ZPass tags for the cost of \$21.00 per Tag from the Thruway Authority and sell the Tags at a cost of \$25.00 per tag, allowing the (Town, City, County) to keep \$4.00 per sale, and

THEREFORE BE IT RESOLVED, that the (Governing Body) of the (municipal entity) hereby authorizes the (town, city, county) Clerk's office or any other approved municipal location to enter in an agreement with the New York State Thruway Authority to sell E-ZPass Tags provided all legal requirements are complied with.

Moved by: Seconded by:

Ayes: Nayes: Abstentions:

stamp or certification

E-ZPass On-the-Go Retail Sales Program Application

E-ZPASS ON-THE-GO RETAIL SALES AGREEMENT

(To be executed after applicant is approved as an E-ZPass On-the-Go Merchant)

This AGREEMENT (hereinafter "Agreement") is made this *[insert day of month]* day of *[insert month and year]*, by and between the New York State Thruway Authority (hereinafter "Authority"), a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and *[insert name of Vendor]* (hereinafter "Merchant"), a *[insert organizational form - e.g., corporation, partnership, LLC, LLP, etc.]* duly organized and existing under the laws of the State of *[insert state]*, having its principal office at *[insert address]*.

WITNESSETH:

WHEREAS, the Authority is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining and operating a 570-mile superhighway system known as the Thruway and

WHEREAS, as part of such authorization, the Authority is empowered to collect tolls and fees to maintain its operations and infrastructure; and

WHEREAS, in furtherance of these responsibilities, the Authority implemented in electronic toll collection ("ETC") system known as E-ZPass; and

WHEREAS, E-ZPass is a program whereby a customer pre-pays funds, receives a transponder (Tag) which is then mounted in or on the customer's vehicle, and as the vehicle passes through a toll plaza, an antenna in the lane "reads" that Tag's computerized information and the appropriate toll is deducted from the pre-paid funds; and

WHEREAS, because E-ZPass expedites transactions at the toll plaza thereby reducing congestion, the Authority wishes to expand the use of E-ZPass to as many Authority patrons as possible through the retail sale of E-ZPass Tags, a program known as E-ZPass On-the-Go has been established;

WHEREAS, E-ZPass On-the-Go allows a merchant to sell E-ZPass On-the-Go Tags for 2-axle, 4-tire passenger vehicles that are for private use; and

WHEREAS, Merchant wishes to participate in the E-ZPass On-the-Go program subject to all of the terms and conditions of such program.

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named, do agree as follows:

I. CORPORATE WARRANTIES AND CONDUCT

Section 1.1 – Application Warranties and Changes

A. Merchant represents and warrants that: (i) all of the information provided and statements made in the Application, which is attached hereto and made a part of this Agreement, are complete, true and accurate; and (ii) the business identified on the Application as Merchant is owned in the manner set forth in the Application and that such business is the proprietor of the location(s) at which E-ZPass On-the-Go Tags will be sold.

B. Merchant shall notify the Authority of any changes to any information Merchant supplied on its Application, including any changes in the ownership of such business and the retail locations at which Merchant wishes to sell E-ZPass On-the-Go Tags, within seven (7) calendar days of such change. Merchant shall notify the Authority at least thirty (30) days prior to ceasing business operations, either temporarily or permanently.

Section 1.2 - Observance of Laws

Merchant agrees to observe and obey all applicable Federal, State and local laws, rules, regulations, and policies, and to procure all necessary licenses and permits.

Section 1.3 - Non-Assignment

This Agreement may not be assigned by Merchant nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign this Agreement without the Authority's written consent are null and void.

Section 1.4 – Independent Contractor

Merchant is and shall be, in all respects, an independent contractor when participating in the E-ZPass On-the-Go program. In accordance with its status as an independent contractor, Merchant covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority, and that neither Merchant nor its agents and/or employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

II. RETAIL TAG SALES

Section 2.1 – Non-Exclusivity

This Agreement shall in no way be deemed to give Merchant the exclusive right to sell E-ZPass On-the-Go Tags. Merchant acknowledges that the Authority has made no representations with respect to any territorial or geographic exclusivity and that the Authority has the right to utilize other merchants to sell E-ZPass On-the-Go Tags.

A. Merchant may sell E-ZPass On-the-Go Tags only at the retail locations listed on its Application which have been approved by the Authority. Such retail locations must be physically situated in the New York State counties listed below:

	Eligible New York State Counties for E-ZPass On-the-Go Sales							
Albany	Cortland	Herkimer	Ontario	Schenolctady	Washington			
Allegany	Delaware	Jefferson	Orange	Scholfarie	Wayne			
Broome	Dutchess	Lewis	Orleans	≻_≻Schuyler	Westchester			
Cattaraugus	Erie	Livingston	Oswego	* Seneca	Wyoming			
Cayuga	Essex	Madison	Atsego	Steuben	Yates			
Chautauqua	Franklin	Monroe 🔨	V Jutnam	Sullivan				
Chemung	Fulton	Montgomery	Rensselaer	Tioga				
Chenango	Genesee	Magare	Rockland	Tompkins				
Clinton	Greene	Qneida	St. Lawrence	Ulster				
Columbia	Hamilton) Onondaga	Saratoga	Warren				

B. Merchant shall not sell E-20ass On-the-Go Tags at retail locations that are physically situated outside New York State or in the New York State counties listed below.

Ineligible New York State Counties for E-ZPass On-the-Go Sales							
Nassau	Suffolk	New York	Bronx	Kings	Queens	Richmond	

C. Merchant shall not sell E-ZPass On-the-Go Tags on the Internet, door-to-door or by mail order. Merchant may not re-sell or otherwise transfer E-ZPass On-the-Go Tags to another business entity.

Section 2.3 – Sales Offerings

A. Merchant must make E-ZPass On-the-Go Tags available for sale to its customers during all days and hours that Merchant's retail locations are open for business. Merchant shall display and sell E-ZPass On-the-Go Tags on a first in, first out (FIFO) basis; that is, Merchant shall sell E-ZPass On-the-Go Tags in the date order in which they were received into stock. Merchant shall treat all E-ZPass On-the-Go customers with courtesy and in a manner which is equal to or better than the manner in which Merchant treats its customers in general.

B. Merchant may sell each E-ZPass On-the-Go Tag for an amount Merchant deems appropriate, provided that Merchant shall not sell an E-ZPass On-the-Go Tag for more than \$25.00. The sale of E-ZPass On-the-Go Tags is not subject to sales tax and compensating use tax and Merchant shall not charge or collect such taxes on such sales.

C. Merchant may only sell E-ZPass On-the-Go Tags to customers with 2-axle, 4-tire passenger vehicles that are for private use.

D. Merchant shall not refund to any customer the cost of an E-ZPass On-the-Go Tag once it has been purchased by such customer.

Section 2.4 – Risk of Loss

Risk of loss for all E-ZPass On-the-Go Tags delivered to Merchant passes to Merchant when Merchant takes delivery of Tags. Merchant understands that E-ZPass On-the-Go Tags are pre-valued and must be safeguarded in the same manner that Merchant would safeguard cash. Merchant acknowledges and agrees that if E-ZPass On-the-Go Tags in Merchant's possession are lost, stolen, tampered with, mutilated or destroyed: (i) Merchant is liable in full to the Authority for the value of such Tags; and (ii) the Authority shall not have any obligation to refund to Merchant any amounts relating to such Tags.

Section 2.5 - Marketing

A. Merchant shall prominently display at its retail locations where E-ZPass On-the-Go Tags are sold such E-ZPass On-the-Go signage and promotional materials as may be provided by the Authority. Merchant shall not include the Authority, E-ZPass or E-ZPass On-the-Go names or logos in its own signage, advertising or promotional materials unless such materials have been approved, in advance of usage, by the Authority.

B. Merchant hereby authorizes the Authority to include Merchant's name, likeness, and business name and address in the Authority's advertising and promotions for the E-ZPass On-the-Go program.

C. From time to time, the Authority may require Merchant to advertise special E-ZPass On-the-Go promotions. The commercial terms of such special promotions as between the Authority and Merchant and as between Merchant and customer shall be as set forth in a separate transmittal from the Authority to Merchant.

Section 2.6 – Site Inspections

The Authority shall have the right to conduct site inspections at any of Merchant's retail locations where E-ZPass On-the-Go Tags are sold. At the direction of the Authority, Merchant'shall revise signage and promotional materials that have been provided by the Authority.

Section 2.7 – Confidentiality

A. Merchant shall safeguard personal information about its Expass On-the-Go customers to the maximum extent permitted by law.

B. Merchant shall not sell, distribute or make available in any way the names and addresses of E-ZPass On-the-Go customers to any entity that will use such information for any commercial purpose; provided, however, that in the event a customer utilizes a check or credit card to purchase E-ZPass On-the-Go Tags at one of Merchant's retail locations, the foregoing restriction shall not be deemed to preclude Merchant from exchanging such information with the applicable banking or credit card institution for the purpose of effectuating such purchase

III. MERCHANT E ZPASS ON-THE-GO TAG ORDERS, PURCHASES DELIVERIES, PAYMENTS AND RETURNS

Section 3.1 E-ZPass On-the-Go Tag Orders

To initiate participation in the program, Merchant must order a minimum of 25 E-ZPass On-the-Go Tags for sale at approved retail locations. E-ZPass On-the-Go Tag orders will be shipped to the approved retail location(s) specified by Merchant when placing the order.

Re-stocking orders for E-ZPass On-the-Go Tags must be in multiples of 25 Tags. Re-stocking orders will also be shipped to the approved retail location(s) specified by Merchant at the time of the re-stocking order.

Section 3.2 – Purchases and Payments

A. Merchant must pay \$21.00 for each E-ZPass On-the-Go Tag ordered. There will be no additional charge for the shipping of E-ZPass On-the-Go Tags to Merchant.

B. Merchant must make payment for each E-ZPass On-the-Go Tag order within forty-five (45) days of receipt of an invoice for such order.

C. The Authority will provide Merchant with a credit or refund for all E-ZPass On-the-Go Tags that are damaged during delivery and are received by Merchant in a damaged condition provided Merchant notifies the Authority within five (5) days of receipt of such damaged Tags.

IV. TERM AND TERMINATION

Section 4.1 - Term

This Agreement shall commence upon the Authority's acceptance of Merchant's Application and the execution of this Agreement by both parties. This Agreement shall continue in existence until terminated by either party.

Section 4.2 – Termination of Retail Location Participation in Program

The Authority shall have the right, in its sole discretion, to disapprove and terminate the participation of any of Merchant's retail locations in the E-ZPass On-the-Go program, and such action shall in no event be deemed a breach of contract. In the event the Authority exercises that right Merchant shall immediately return to the Authority all E-ZPass On-the-Go Tags that Merchant has in its possession at those retail locations. The Authority will refund to Merchant \$21.00 for each such Tag returned provided the Tag packaging is unopened and in good condition with no physical wear and tear, and there has been no transaction activity on the Tag.

Section 4.3 - Suspension, Abandonment and Termination

A. The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of Agreement at any time and for any reason, and such action shall in no event be beened a breach of contract. This includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that Merchant is non-responsible or has failed to accurately disclose vendor responsibility information. In the event the Authority exercises its right to postpone, suppend abandon or terminate this Agreement, Merchant shall immediately return to the Authority all E-ZPass on the-Go Tags that Merchant has in its possession. The Authority will refund to Merchant \$21.00 for each such Tag returned provided the Tag packaging is unopened and in good condition with no physical wear and tear, and there has been no transaction activity on the Tag.

B. Merchant may terminate this Agreement upon forty ive (45) days written notice to the Authority. To effectuate such termination, Merchant must return to the Authority all E-ZPass On-the-Go Tags that Merchant has in its possession. The Authority will refund to Merchant \$21.00 for each such Tag returned provided the Tag packaging is unopened and in good condition with no physical wear and tear, and there has been no transaction activity on the Tag has been no transaction activity on the Tag

V. MISCELLANEOUS

Section 5.1 - Damages for Delay Merchant agrees that it shall not make any charges or claims for damages against the Authority for any delays or hindrances from any cause whatsoever during the progress of any portion of the E-ZPass On-the-Go program.

Section 5.2 - Notices

Any hotices permitted or required to be given hereunder shall be in writing and shall be delivered personally, sent by overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Authority: New York State Thruway Authority E-ZPass Assistant Operations Manager 200 Southern Boulevard Albany, New York 12209

At the location identified on the Application, as may be updated or amended by Merchant. Merchant:

Section 5.3 - Liability

Merchant shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Merchant in connection with its participation in the E-ZPass On-the-Go program. Further, it is expressly understood that Merchant shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligence of Merchant, and such indemnity shall not be limited by reasons of any insurance coverage. However, Merchant shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 5.4 - Governing Law

This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Section 5.5 - No Waiver of Provisions

The Authority's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this Agreement shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future of of any other right or remedy under this Agreement.

Section 5.6 - Severability Clause

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, but shall remain binding and effective as against all parties hereto.

This Agreement, together with the Application and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

EXECUTET





TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: July 6, 2019

I am requesting authorization to use the T-94 account to pay for Vet service: Flannery Animal Hospital

Totaling: \$123.38

Feline: \$123.38

Canine: \$



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* DUPLICATE: Reprinted on 6/24/2019 at 06:05 *



VCA Flannery Animal Hospital PC

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

Dr. Juliano | Date: 6/24/2019 at 06:05 | Invoice: 834839659 | Cashier: Jean T

Town Of Newburgh Animal Control (#18987)	Patient 6-22-19 Black Kitten (#122635)
645 Gidney Avenue Newburgh, NY 12550	Species: Feline (Domestic Short Hair) Sex: Female Intact Color: Black Birth: 05/11/2019 Age: 6w Weight: 1.2 lb

Date	Description	Qty	Price	Discount	Tax	Total Price
6/22/2019	Exam/Consultation Emergency	1.00	\$132.00	-\$76.00	\$0.00	\$56.00
Medical Occupancy/Convalescence Erythromycin OphO 3.5g AmoxiClav (Clavamox) 62.5mg/mL	2.00	\$5.28	-\$0.53	\$0.00	\$4.75	
		1.00	\$16.37	-\$10.00	\$0.00	\$6.37
	AmoxiClav (Clavamox) 62.5mg/mL 15mL	1.00	\$42.50	-\$10.00	\$0.00	\$32.50
6/23/2019	Medical	8.00	\$21.12	-\$2.11	\$0.00	\$19.0
	Occupancy/Convalescence Medical Occupancy/Convalescence	2.00	\$5.28	-\$0.53	\$0.00	\$4.7

Subtotal:

\$123.38

Discounts	Shelters/PetStore	-\$99.17
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Invoice Summary							
Patient Name	Total Price	Total Discount	Total Tax	Total Due			
6-22-19 Black Kitten	\$222.55	-\$99.17	\$0.00	\$123.38			

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10A

May 10, 2019

Mr. James Osborne, P.E. Town Engineer Town of Newburgh 1496 Route 300 Newburgh, NY 12550

Dear Jim:

Re: Engineering Services Proposal for Sewer System Evaluation Survey (SSES) Meadow Hill North and Meadow Hill West Sewer Areas

We are pleased to offer our proposal for Engineering Services to complete a Sewer System Evaluation Survey (SSES) for the Meadow Hill North (MHN) and Meadow Hill West (MHW) sewer areas. As we have discussed, we are proposing an SSES that will include the following components:

- CCTV Inspection of Mainline Sewers
- Manhole Inspections
- Flow Monitoring
- Engineering Analysis and Evaluation

1. Proposed SSES Plan

The proposed SSES will assess and provide a record of the Town owned infrastructure within the MHN and MHW sewer areas. The SSES will include collection system inspections of approximately 25,000 LF of 8-inch and 12-inch diameter mainline sewer and approximately 100 manholes to investigate and document the condition of the Town owned infrastructure, as shown in Figure 1.

An engineering report will be a part of the SSES and will include a summary of the investigations, rehabilitation recommendations aimed at improving the structural integrity of the Town's collection systems and reducing wet weather flow, with opinions of probable costs for the system rehabilitation recommendations. The rehabilitation recommendations can be used to develop repair and rehabilitation efforts should they be necessary.

The proposed SSES will include the following components:

- CCTV Inspection of Mainline Sewers
- Manhole Inspection
- Flow Monitoring
- Engineering Analysis and Evaluation and Engineering Report





In addition to these services, GIS services are also recommended as part of this effort. These GIS services would include the creation of a geodatabase, which would contain feature classes for both the manholes and pipe sections. These feature classes would include attribute data such as pipe length, material, and diameter for pipe sections and diameter, material, and depth for manholes. Both of these features would contain links to inspection reports and videos.

A detailed Scope of Services for the proposed SSES efforts is included below, with costs to perform each component.

2. SSES Scope of Services

CCTV Inspection of Mainline Sewers

- 1. Utilizing a subcontractor, clean and complete CCTV inspections of all accessible mainline sewers within MHN and MHW. Inspections will be competed following NASSCO PACP (National Association of Sewer Service Companies Pipeline Assessment ad Certification Program).
- 2. The CCTV subcontractor will, prior to completing CCTV inspections, light clean (defined as three (3) complete passes with the jetter or cleaning equipment) the mainline sewers to a degree that an acceptable inspection can be made. Heavy cleaning (defined as five (5) or more complete passes with the jetter or cleaning equipment) is not anticipated.
- 3. Provide coordination of the subcontractor and CCTV inspections as required.
- 4. The Town will assist in locating and making accessible manholes and mainline sewers, as required to make inspection possible. GHD will coordinate with the Town in advance of inspections to be completed so that Town sewer department staff can confirm accessibility of manholes.
- 5. Digital video files and PDF inspection reports will be recorded on an external hard drive, and one copy of all CCTV inspection videos and reports will be provided to the Town. CCTV inspections and observations for each sewer section will be summarized on an inspection sheet. The inspection sheets will be included in the Engineering Report as an appendix, and will provide the basis for summarizing all of the CCTV inspections in tabular format.
- A sewer system map to be provided by the Town will provide the basis for completing the inspections, including the location and identification of manholes and total linear footage of mainline sewers.
- 7. It is assumed that bypass pumping will not be required to complete the mainline CCTV inspections. Temporary plugs and other means such as preceding the camera with the jetter will be used to control sewer flows to complete inspections. It is understood that conditions such as excessive sags and major defects may prevent an adequate inspection from being obtained.



Manhole Inspections

- 1. Conduct manhole inspections of all accessible manholes within MHN and MHW. Level of inspection will include visual observations made from grade; no manhole or confined space entry will be made.
- 2. Inspections will focus on summarizing the general physical features of manholes, observed I/I and contributing defects, structural and overall condition assessments.
- 3. The sewer system map provided by the Town will provide the basis for completing the inspections, including the location, identification and total number of manholes.
- 4. Manhole inspections and observations will be summarized on an inspection sheet. The inspection sheets will be included in the Engineering Report as an appendix, and will provide the basis for summarizing all of the inspection data in tabular format. Digital photos of all manholes will be provided to the Town.

Flow Monitoring

- Provide five (5) continuous area-velocity flow meters for a minimum period of three (3) months. The meters will be installed at MH1, MH2 (Within MHW), MH60, MH53, and MH27. This locations are shown of Figure 1 of this document. Depending on wet weather events that occur during this initial monitoring period, the flow monitoring period may need to be extended as necessary. A monthly rate for flow monitoring is proposed.
- 2. Provide four (4) maintenance visits to recalibrate flow meters and remove debris from the manhole channel.
- 3. Flow monitoring data will be summarized within the Engineering Report.

Engineering Analysis and Evaluation, and Engineering Report

- 1. Provide a summary of all work performed within MHN and MHW. This summary will include the footage of pipe inspected, number of manholes inspected, number of buried manholes, and the results from the flow monitoring.
- 2. Review all CCTV data, inspection reports, and videos as required, of mainline sewers and prepare a summary table of the defects observed in each pipe. GHD will also provide a similar summary table for the manhole inspections, based on the inspection reports.
- 3. Review and summary of the flow monitoring data collected. This summary will included a table displaying the gallons per day per inch-diameter-mile (GPD/IDM) for each sub basin. Hydrographs of the flow monitoring data will be provided as an appendix to this report.
- 4. Recommendations for collection system improvements and I/I rehabilitation efforts will be made based on cost effectiveness, severity of structural and other defects encountered which prevent the infrastructure from serving its intended purpose, or major defects encountered in which imminent failure appears to be a concern. A summary for the basis of these recommendations will be



provided with the option for the Town to provide rehabilitation preference to customize the rehabilitation recommendations.

5. A planning level opinion of cost will be developed for pipe and manhole rehabilitation recommendations. The Town will have an opportunity to provide local rehabilitation costs to be used in the development of the planning level cost opinions.

Owner Responsibilities

- The Town will assist in locating and making accessible all manholes within MHS, including uncovering paved over manholes, and/or clearing and grubbing for manholes in off road areas. The Town will provide one (1) employee to open manholes and provide traffic control during manhole inspection.
- 2. The Town will provide a sewer system map, and other available records, which will provide the basis for completing the inspections, and identifying sewer infrastructure assets (i.e. manhole IDs).
- 3. The Town will provide at no charge water from hydrants, for the CCTV subcontractor's use in sewer cleaning operations. CCTV subcontractor will provide a certified backflow preventer for use subject to the Town's approval.

3. **Professional Services Fees**

GHD will perform these services according to the fee schedule below.

Professional Services Fees

Task	Fee Туре	Estimated Fee
Project Chartering and Coordination	Lump Sum	\$3,000
CCTV Inspections ⁽¹⁾	Lump Sum	\$71,500
Manhole Inspections	Lump Sum	\$10,600
Flow Monitoring Installation, Removal, Analysis, and Reporting	Lump Sum	\$16,900
Flow Monitoring Rental and Maintenance ⁽²⁾	Unit Price	\$18,900 ⁽³⁾
Report and GIS Documentation	Lump Sum	\$15,200
Total		\$136,100

- (1) Includes an estimated \$66,000 in sub-contractor costs. Outside technical services will be billed at cost plus 5%.
- (2) Monthly flow monitoring equipment fee is estimated at \$6,300 per month. This fee includes meter rental and a maintenance visit.
- (3) Estimated Fee for proposed three (3) month period.

4. Approximate Project Schedule

It is anticipated that this project will be completed within the project schedule noted below.

Approximate I	Project	Schedule
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Task	Approximate Schedule
Project Chartering and Coordination	Third week of May 2019
CCTV Inspections	June 2019
Manhole Inspections	June 2019
Flow Monitoring	September 2019 through November 2019
Draft SSES Report and GIS Documentation (without flow monitoring data)	August 2019
Final SSES report and hard drive delivery	December 2019

Thank you for the opportunity to submit our proposal and we look forward to assisting the Town with this SSES project.

Sincerely,

GHD Consulting Services Inc.

Kevin Castro, P.E. Principal

KC/mla

Encl.

cc: Tyler Pitts, EIT, GHD



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architects + engineers

538 Broad Hollow Road, 4th Floor East Melville, NY 11747 | tel 631.756.8000

Mr. James W. Osborne, P.E., Town Engineer Town of Newburgh 1496 Route 300 Newburgh, New York 12550

Re: Town of Newburgh – Water Department Proposal for Engineering Services Basis of Design Report- Replacement of Mountain View Water Storage Tank H2M Proposal No.: LP190532

Dear Mr. Osborne:

As you are aware, an inspection of the Mountain View Water Storage Tank was conducted in 2016 where it was recommended that the tank be rehabilitated in the next 2-4 years due to the existing coatings showing signs of failure. As per our recent discussions, you have indicated that the area served by this tank has a limited daily usage rate, indicating that the tank is either oversized, or that the service area was assumed to have a higher daily usage rate. Given the lack of total storage usage, the Town would like to explore the feasibility of downsizing the existing tank in order to provide better tank turnover and ultimately provide a higher quality of water being stored. As such, in lieu of rehabilitation, the Town would like to replace the tank with a smaller glass fused-to-steel style tank, which will limit some of the costly future expenses associated with welded steel style tanks.

To support this action in moving forward to design, bidding, construction, etc. a Basis of Design Report must be prepared and submitted to Orange County Department of Health in advance of construction plans being prepared.

H2M proposes to prepare, in accordance with NYS Department of Health guidance, a Basis of Design Report.

Generally, the report will include the following:

- 1. Summary Background of the water system
 - a. Description of existing source locations and capacities.
 - b. Description of existing storage facilities
- 2. Hydraulic framework of the distribution system to identify how existing storage is interconnected
- 3. Identification of need for downsizing of storage at the Mountain View Tank site
- 4. Recommendation of actions
- 5. Cost Opinion of Recommended actions, Including
 - a. Capital construction
 - b. Engineering design
 - c. Permitting
 - d. Inspection
 - e. Construction oversight

In conjunction with the Town's desire to downsize the tank, it is recommended that a meeting be held with the OCDOH, Town of Newburgh, H2M, and the Thruway Authority to better understand the existing water usage, required design flows, tank capacity and any potential growth of the service area in order to determine if the new tank capacity can be downsized.

H2M will submit copies of our report to the Town for their review and comments. Upon, integration of any comments received from the Town, H2M will submit the completed report to the OCDOH for their review and endorsement. We propose to complete the report within 6 weeks from receipt of authorization.

April 18, 2019

H2M proposes to complete the above services in accordance with the following fee schedule:

Task	Description	Fee Type	Fee
1	Attend (2) Meetings w/ Thruway Authority	Lump Sum	\$3,650.00
2	Preparation and Submission of Report	Lump Sum	\$24,000.00
		Total Fee:	\$27,650.00

We greatly appreciate the opportunity to submit this proposal. Should you have any questions or comments, please feel free to contact our office.

Very truly yours, H2M architects + engineers Vames L. Neri, P.E. Vice President JUN/AMT/amt

Anthony M. Trombino Senior Project Engineer

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PROPOSAL AGREED & ACCEPTED BY:

Signature: Print Name:				
Title:			 	
Client:				
Address:				
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Date:		 	 	



architects + engineers

538 Broad Hollow Road, 4th Floor East Melville, NY 11747 | tel 631.756.8000

April 18, 2019

Mr. James W. Osborne, P.E., Town Engineer Town of Newburgh 1496 Route 300 Newburgh, New York 12550

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We greatly appreciate the opportunity to submit this proposal. Should you have any questions or comments, please feel free to contact our office.

Very truly yours, H2M architects + engineers Vames L. Neri, P Vice President JUN/AMT/amt

Anthony M. Trombino Senior Project Engineer

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PROPOSAL AGREED & ACCEPTED BY:

Signature: Print Name:			 			
Title:			 	· <u> /. ·</u>		
Client:					 	
Address:	, 					
		~`````	 		 	
Date:			 		 	

1/

July 22nd 2019 Work Shop Building and Grounds

I am looking for a motion to purchase a telephone system from Superior Telephone systems to be installed at 21 Hudson Valley Plaza for a total amount of \$ 10,230.86. This work is subject to prevailing wages.

This purchase is on NYS Offices of General Services contract pricing.

This purchase will be funded by the grant we have received for this building.

1/4

Prepared by SUPERIOR TELEPHONE SYSTEMS

2410 ROUTE 44 _T POINT NY 12578
 Proposal #:
 1007212

 Date:
 07/01/2019

 Terms:
 50% DEPOSIT

 Quote:

SALT POINT Phone (845) 677-2000 Y 12578 Fax (845) 677-1200

Sales@superiortelephone.com

Prepared For: NEWBURGH, TOWN OF 1496 ROUTE 300 NEWBURGH, NY 12550 Location:

CODE ENFORCEMENT 24 HUDSON VALLEY PROFESSIONAL PLAZA NEWBURGH, NY 12550

GIL PIAQUADIO8455644552Sales PersonJIM

Proposed Service:

PROVIDE AND INSTALL NEC SV9100 TELEPHONE SYSTEM WITH (17) DIGITAL TELEPHONES AND VOICEMAIL NETLINK TO TOWN OF NEWBURGH

2 YEAR WARRANTY ON ALL PARTS & LABOR.

NYS OGS CONTRACT PRICING

QTY	DESCRIPTION	TOTAL
1	LABOR FOR INSTALLATION	\$5,482.92
1	SV9100 19IN NETLINK PACKAGE	\$1,330.09
1	SV9100/SV9300 19IN 2U CHASSIS	\$0.00
1	SV9100 CPU BLADE	\$0.00
1	SV9100 32 RESOURCE VOIP DAUGHTER BD	\$0.00
1	SV9100 NETLINK NODE LICENSES	\$0.00
17	SV9100 12BTN DIG TERMINAL	\$2,556.12
1	SV9100 8 PT DIG STATION BLADE	\$167.71
1	SV9100/SV9300 4 PT COT BLADE	\$124.33
1	SV9100/SV9300 16 PT DIG STATION BLADE	\$318.07
1	NEC RACK MT BRKT FOR 19" CHASS	\$28.92
1	NEC INSTALLATION CABLE	\$34.70
1	TRIPP LITE UPS 750VA	\$188.00



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

Customer Signature	
Date of Acceptance	

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

LABOR	\$0.00
SERVICE	\$0.00
MATERIALS	\$10,230.86
FREIGHT	\$0.00
MISC	\$0.00
SUB TOTAL	\$10,230.86
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$10,230.86

Planning & Development Advisors



Creating value by unlocking opportunities

July 8, 2019

Hon. Gil Piaquadio, Supervisor Town Hall 1496 Route 300 Newburgh, NY 12550

Re: Proposal for Planning Services – Senior and Affordable Housing

Dear Supervisor Piaquadio,

On behalf of Planning & Development Advisors (PDA), thank you for providing this opportunity to assist the Town of Newburgh in the review of the Town's Zoning Code relative to senior housing and affordable/workforce housing and the density bonus provisions associated with each. Mark Taylor has provided correspondence which has helped inform this this scope of work. PDA is currently working on several assignments associated with senior housing, including new zoning text and map amendments for the Town of Greenburgh as well as several assignments with private interests looking to develop different senior housing products. We know and understand the market and drivers for this housing product.

Scope of Work

A. Demographic and Senior Housing Overview

For this assignment PDA will prepare a preliminary demographic overview for the Town of Newburgh and Orange County. The demographic overview would be based on US Census data, or equivalent, and chart the changing demographic trends for both communities. This information will provide the Town with a better understanding of the potential need, or lack thereof, for age-related housing. Working with Town staff, PDA will compile a list of the different senior housing developments within the Town, including number of units, type of housing offered and ownership status.

B. Zoning Code Review

High level review of recent proposals to the Town for density bonus. Evaluation of Sections 185-47 and 185-48 (Affordable Housing and Senior Housing, respectively) in comparison to other code provisions in communities comparable to the Town of Newburgh. Desktop survey of other affordable and senior housing bonus provisions (e.g., American Planning Association, New York Planning Federation). Based on the survey results, it is anticipated that a series of potential alternatives would be identified for the Town's consideration.

C. Zoning Amendment Preparation

At the direction and with input from the Town, PDA will work with the Town Attorney and other Town staff as appropriate to prepare draft zoning text amendments.

101 Lee Avenue Yonkers, New York 10705 914.552.8413 | email: davidbsmith1992@gmail.com

D. SEQR

As part of the zoning amendment process an environmental assessment form (EAF) will need to be filled out and completed. For the purposes of this assignment we will assume that the long form EAF will be prepared. The long form EAF with supplemental reports is the preferred approach to addressing environmental review processing. It is anticipated that the work product prepared as part of Items A and B above would be used to supplement the information in the EAF.

E. Meetings/Project Coordination

Attendance at meetings will be on an as-needed basis, including:

- Informal meetings with Town staff and consultants;
- formal meetings with the Town Board of Trustees, Planning Board, etc.
- required public hearing(s) for zoning amendments.

Project Timing:

PDA is available to commence the process immediately upon authorization to proceed by the Town of Newburgh.

Fee Proposal:

The fee for Items A and B in the Scope of Work above will have a not to exceed upset limit of \$3,750. Items C and D will be evaluated with the Town after submission and discussion with the Town Board. Meetings will be billed on a per diem basis on an as-needed basis. Services requested beyond the scope of work noted above would also be billed on a per diem basis with the following hourly fee schedule for personnel assigned to tasks:

Principal:	\$150/hour
Technical/Support	\$65/hour

A maximum of 1.5 hours will charged for travel for attendance at meetings in the Town. Mileage at the standard mileage rates for travel will be applied and tolls and lodging, if required will be billed at cost. Other expenses such as printing, document production, and postage will be billed at cost.

Should you have any questions regarding the above or attached, please feel free to contact me directly at 914-552-8413 or by email <u>davidbsmith1992@gmail.com</u>. If this proposal is satisfactory, please indicate your acceptance in the space designated below and return for counter signature.

Kind Regards,

David B. Smith Principal

Accepted by:_____

Date:

Cc: Mark Taylor, Town Attorney

Cyber Security

- A. Motion to rescind a June 24th 2019 vote by the town board making Beazley the Cyber Liability carrier for the Town Of Newburgh.
- B. Motion to make Chubb-Ace American Insurance Company the Cyber Liability carrier for the Town Of Newburgh with a renewal date of July 31, 2019 and an end date July 31, 2020 for a cost of \$6,627.00.

1/tel

Haylor, Freyer & Coon, Inc.

231 Salina Meadows Parkway * P.O. Box 4743 * Syracuse, NY 13221

********** INVOICE

Town of Newburgh 1496 Rt 300 Newburgh, NY 12550

Named Insured: Town of Newburgh

Invoice Date07/16/19Invoice No.730444Bill-To CodeNEWBURGHTOClient CodeNEWBURGHTOInv Order No.1*706989

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Haylor, Freyer & Coon, Inc.

Effective Date	Policy Period		Coverag	je Descrij	otion	Tra	Insaction Amount
	07/31/19 to	Ace Amer Policy N	cican Ins No. BINDI	surance Co ERG2842260 r Liabilit	mpany A002		6,627.00
		2019	Cyber Re	enewal wit	h Chubb		
		Invoice	Number:	730444	Amount [Due:	6,627.00
	· · · · · · · · · · · · · ·						

NEWBURGHTO

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						DATE				
ACORD INSURANCE BINDER						07/16/19				
THIS BINDER IS A TEMPORARY I	NSURANCE CONTRACT, SUBJECT 1	ro TI	HE CONDITIO	NS SHOWN	ON 1	THE R	EVERSE S	IDE OF THIS	3 F(ORM.
PRODUCER PHONE (A/C, No, E)	PROPUEED PHONE OAE AEA AEOO COMPANY					BINDER #				
FAX		Ace	American Insura	nce Company			BIND	ERG28422	60	A002
(A/C, No); Haylor, Freyer & Coon, Inc.			DATE		ΛE		DA	EXPIRATION DATE TIME		
231 Salina Meadows Parkway	,	07/31/19 12:01				X AM 07/31/2			X	12:01 AM
P.O. Box 4743						PM				NOON
Syracuse, NY 13221			THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE AE					VE NAMED COM	IPAN	٩Y
CODE:	SUB CODE:	PER EXPIRING POLICY #:								
AGENCY CUSTOMER ID: 143163		DES	CRIPTION OF OPER	RATIONS/VEHICL	.ES/PRO	OPERTY	(Including Lo	cation)		
INSURED Town of Newburgh										
1496 Rt 300										
Newburgh, NY 1255	50									

COVERAGES			LIMITS	3	
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE COINS %			
PROPERTY CAUSES OF LOSS					
BASIC BROAD SPEC					
internet between the between t					
				<u></u>	
GENERAL LIABILITY		EACH OCCURRE	NCE	\$	
COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMIS	SES	\$	
CLAIMS MADE OCCUR		MED EXP (Any or	ne person)	<u>\$</u>	
		PERSONAL & AD	INJURY	\$	
		GENERAL AGGR	EGATE	\$	
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - CC	MP/OP AGG	\$	
AUTOMOBILE LIABILITY		COMBINED SING		\$	
ANY AUTO		BODILY INJURY	(Per person)	\$	
ALL OWNED AUTOS		BODILY INJURY	(Per accident)	\$	
SCHEDULED AUTOS		PROPERTY DAM	IAGE	\$	
HIRED AUTOS		MEDICAL PAYM	ENTS	\$	
NON-OWNED AUTOS	PERSONAL INJURY PROT				
		UNINSURED MC	\$		
с.				\$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE	ALL VEHICLES SCHEDULED VEHICLES	ACTUAL	ASH VALUE		
COLLISION:		STATED A	MOUNT	\$	
OTHER THAN COL:		OTHER			
GARAGE LIABILITY	GE LIABILITY AUTO ONLY - EA ACCIDENT		ACCIDENT	\$	
ANY AUTO		OTHER THAN A	UTO ONLY:		
		EACH	ACCIDENT	\$	
		A	GGREGATE	\$	
EXCESS LIABILITY		EACH OCCURR	ENCE	\$	
UMBRELLA FORM		AGGREGATE		\$	
OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED	RETENTION	\$	
		WC STAT	UTORY LIMITS		
WORKER'S COMPENSATION		E.L. EACH ACCI	DENT	\$	
AND EMPLOYER'S LIABILITY		E.L. DISEASE - I	EA EMPLOYEE	\$	
		E.L. DISEASE - I	POLICY LIMIT	\$	
SPECIAL Fund		FEES		\$	
SPECIAL FUND CONDITIONS/ Cyber Incident Res OTHER COVERAGES (See attached Spec	ponse	TAXES		\$	
COVERAGES (See attached Spec	Conditions/Other Covs page.)	ESTIMATED TO	TAL PREMIUM	\$	
NAME & ADDRESS					

LO/	THORIZED REPRESENTA	TIVE	
	MORTGAGEE		ADDITIONAL INSURED

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

Team \$1,000,000/\$1,000,000 \$15,000 Non-Panel Response Provider \$250,000/\$250,000 \$15,000 \$15,000 Business Interruption Loss and Extra Expense \$1,000,000/\$1,000,000 \$15,000/8 Hours Contingent Business Interruption Loss and Extra Expense Digital Data Recovery \$1,000,000/\$1,000,000 \$15,000 Network Extortion \$1,000,000/\$1,000,000 \$15,000 Security Liability \$1,000,000/\$1,000,000 \$15,000 Full Prior Acts 07-31-2017 Payment Card Loss \$1,000,000/\$1,000,000 \$15,000 Full Prior Acts 07-31-2017 Regulatory Proceedings \$1,000,000/\$1,000,000 \$15,000 Full Prior Acts 07-31-2017 Electronic, Social, and Printed Media Liability \$1,000,000/\$1,000,000 \$15,000 Full Prior Acts 07-31 2017

PREMIUM SUMMARY

			K	
Coverage	Travelers/ Allianz Expiring 2018	Travelers/Allianz 2019 Renewal	Travelers / Selective 2019 Renewal	
Property	\$28,971	\$29,251	\$29,251	
Inland Marine	\$22,122	\$21,430	\$22,838	
General Liability	\$43,668	\$45,288	\$45,288	
Auto Liability & Physical Damage	\$70,703	\$87,567	\$87,567	
Law Enforcement Liability	\$40,321	\$41,522	\$41,522	
Public Officials Liability	\$23,368	\$24,066	\$24,066	
ОСР	\$750	\$750	\$750	
Umbrella	\$45,202	\$47,063	\$47,063	
NYS DMV & Fire Fees	Included	\$1,092	\$1,092	
Total	\$275,105	\$298,029	\$299,437	
Other Coverage effective 7/31/18:	· · · · · · · · · · · · · · · · · · ·	8.3% increase	8.8% increase	
Cyber Liability –Chubb	\$6,622	\$6,627		
Cyber Liability – Beazley		\$5,690		
Cyber Liability – AIG		\$8,453		



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor Town Board

From: Charlene M Black, Personnel

Date: July 19, 2019

Re: Seasonal Workers

The following person has been solicited to work at the Highway Department as seasonal laborer:

Adrian Moran

If approved they will need to complete their paperwork and drug/alcohol testing.





HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD NEWBURGH, NEW YORK 12550

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

MARK HALL Highway Superintendent

TO: Charlene Black, Personnel Department

FROM: Mark Hall, Highway Superintendent

DATE: July 18, 2019

RE: Seasonal Employee

I would like to hire Adrian Moran as a seasonal worker for the Town of Newburgh Highway Department, to replace Eric Bradley who verbally resigned on Monday July 15, 2019. The title will be seasonal laborer and the rate of pay will be \$12.00 per hour, with a tentative start date as soon as possible and ending on September 6, 2019. Thank you.

MH:ch

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Adrian MORAN
DEPARTMENT: Highwith
TITLE OF POSITION: SEASONAL LOBOREL
FULL TIME OR PART TIME: JEASonal LAboral
HOURLY RATE: \underline{Dla}^{00}
IS POSITION FUNDED IN CURRENT BUDGET: $$ YES OR NO
FUND APPROPRIATION NUMBER: 5110,100
PROPOSED HIRE DATE: AS 500N AS POSSIBLE NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.
$\overline{\mathcal{M}}$
DEPARTMENT HEAD SIGNATURE
7-18-19

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

3-2019