

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA ACCOUNTANT

845-564-5220 Fax: 845-566-9461 E-Mail: rclumaccountant@townofnewburgh.org

Har



To:Gil Piaquadio, Town SupervisorCc:Town BoardFrom:Ronald E. Clum, Town AccountantDate:February 8, 2022

RE: Budget Adjustments

Upon reviewing the budget status reports at the year end the following accounts were over budget and need the following budget adjustments. On the board meeting of February 28, 2022 can you please approve accordingly.

Thank you in advance.

FROMAGCOUNT	TOACCOUNT		
Account Description/	Account Number/	an an than an a	Dollar
ccount Name Account Name			Amount
			1999 - Santan Barran, 1994 - Santan Santa Santan Santan
A.1626.5200	A.1410.5100	Ś	14,906.00
B&G- Equipment	Town Clerk-Payroll	•	
G.5010.8130.5100	G.5010.8110.5490	\$	11,816.00
Sewer Crossroads- Pavroll	Sewer Inter Gov Services	Υ.	12,010,00



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 1/31/22

I am requesting authorization to use the T-94 account to pay for Vet service: $N_1 V_1 H_2$.

*Totaling: \$ 2.192.14 Canine: \$ 1/29.05 Feline: \$ 405.54 Other: \$ 657.55

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

oucher Received		
FUND - APPROPRIATION	AMOUNT	
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Tots		

DEPARTMENT_	an a
CLAIMANT'S NAME AND ADDRESS	NEWBURGH VETERINARY HOSPITAL 1716 Route 300 Newburgh, NY 12550 Tel: (845) 564-2680 www.newburghvet.com

TERMS Net 30 Days

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	Canine			
Dates	Quantity	Description of Materials or Services	Unit Price	Amount
12/31/21	796711			54-00 632.64 442.41
1/11/22	797721			632.64
1/13/22	798001			443.41
			TOTAL	112905

Invoice #

CLAIMANT'S CERTIFICATION

		emana charged were I not included; and the	Certify that the above account in the amount of \$ TERCENED to or for the municipality on the dates stated; that no it the amount claimed is actually que.	
8	1 28 2022	(Space	SIGNATURE below for municipal use)	Office Mar
DEPARTMENT APPROVAL The above services or materials were rendered of furnished to the municipality on the dates stated and the charges are correct.			APPROVAL FOR PA This claim is approved and ordered for paid from th	
Date	Authorized Official			

Date

I

Auditing Board

1716 Route 300 Newburgh, NY 12550 845 564-2660

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

FOR:	Town of Newburg 645 Gidney Ave Newburgh, NY 12 (845) 561-3344		Printed:12-31-21Date:12-31-21Account:19984Invoice:796711	
Date	For	Qtv Description		

		Qly	Description	Price	Discount	Net Price
12-28-21	85-21	1	CONSULT / EXAM - Urgent	108.00	54.00	54.00 **
			Total charges, this inv			54.00

**Total discount included: 54.00

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders for: 85-21

Reminders for	or: 85-21	Last done
12/22 12/22 12/22 06/22	Pro-Heart 12 (1-25lb) Pro-Heart 12 (51-100lbs) Pro-Heart 12 (26-50lbs) HEARTWORM TEST	Last done
06/22 04/22 04/22 03/22 02/22	FECAL EXAM CANINE RABIES / 1YEAR Spay your pet at 5-6 months Canine Kennel Cough Vacc -1 ye VANGUARD PUPPY 5 #1	

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

INVOICE

1716 Route 300 Newburgh, NY 12550 845 564-2660

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

FOR: Town of Newburgh - canine 645 Gidney Ave Newburgh, NY 12550 (845) 561-3344	Printed:01-11-22 at 1:39Date:01-11-22Account:19984Invoice:797721	р
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Date	For	Qty	Description	Price	Discount	Net Price
01-06-22	39-20 Alley	1	Adequan 5ml Vial (Glycosaminogly	104.00	35.75	68.25 *
01-10-22 01-10-22 01-10-22 01-10-22 01-10-22 01-10-22 01-10-22 01-10-22 01-10-22 01-11-22	Harry 77-21 Daily accommo Sanitize mornin Meal preperatio Daily monitoring Exercise in outo	0.30 1 dations g and ev n g by Tech	Metronidazole 250mg. #310781 Subcutaneous fluids injection Cerenia Inject / ml Hosp Dexamethasone Inject / ml Hosp Oral, Topical medication administr BOARD/K9 TLC Medical Alert (Cag rening	88.00 394.00 19.45 70.50 42.84 40.03 8.80	147.50 40.75 55.00 197.00 18.28 35.25 21.42 20.01 4.40 32.25	147.50 * 40.75 * 33.00 * 197.00 * 1.17 * 35.25 * 21.42 * 20.02 * 4.40 * 32.25 *
01-11-22 01-11-22 01-11-22 01-11-22		12 1	Oral, Topical medication administr Metronidazole 250mg. #310816 Cerenia 16mgx4 (8.8-17.6#) #3108 Prednisolone 5mg individual tablet	17.60 22.11 37.95 21.15	8.80 19.30 23.39 15.69	8.80 ** 2.81 ** 14.56 ** 5.46 **
			Total charges, this invoice. **Total discount included: 6	 74.79		632.64

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders for	:: Harry 77-21 (Weight: 13.0 lbs - 6y)	Last done
12/22 12/22 12/22 12/22	CanineDist/Aden/Para/Parvo/Lep CANINE RABIES / 3 YEAR lyme,HW,Ehrlichia Accu Plus4(A Canine Kennel Cough Vacc -1 ye	12-10-21 12-10-21

INVOICE

1716 Route 300 Newburgh, NY 12550 845 564-2660

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

FOR:	Town of Newburgh - canine 645 Gidney Ave Newburgh, NY 12550 (845) 561-3344	Printed: Date: Account: Invoice:	19984
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Date	For	Qty	Description	Price	Discount	Net Price
01-13-22	#84-21 Meadow	1	Weight Monitoring		······································	0.00
01-13-22		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx	145.00	102.75	42.25 *
01-13-22		1	PEDICURE	16.60	16.60	0.00 *
01-13-22		1		45.50	31.00	11 50 *
	grooming and or s	ne thi showii	s A HIGHLY contagious respiratory i rough coughing or nose to nose cont ng dogs can have incresased risk of oosted every 12 months.	nfection.	dina	Э
01-13-22		1	CANINE RABIES / 1YEAR	45.50	29.05	47.05 *
01-13-22			Canine Dist/A2/PI/Parvo/Lepto1YR	45.50	28.25 30.25	17.25 ** 15.25 **
	Your pet has beer protection against Leptosiprosis	1 vacc	inated with Pfizer's new 5 in 1 DA2P mper,Adenovirus, Parvovirus, Parair	PI the h	est available)
01-13-22		1	OHE Canine - Town of Newburgh	126.00	21,25	104 75 **
01-13-22		1		324.00	162.00	104.75 ** 162.00 **
01-13-22		1	BloodPressureMonitoring w/anes	024,00	102.00	0.00
01-13-22		1	PulseOximeterMonitoring w/Anes			0.00
01-13-22		1	-CapnographMonitoring w/Anesthe			0.00
01-13-22 01-13-22		1	Recovery in Heated Cage			0.00
)1-13-22		1	Warm Water Blanket in Surgery			0.00
)1-13-22	I	0.70	Hydromorphone 2mg/ml Inject/ml	40.01	40.01	0.00 **
)1-13-22		2.70	Penicillin G Inject / ml (in hosp)	32.26	16.13	16.13 **
)1-13-22		2.20	Rimadyl Inject / ml (in hosp)	70.48	35.24	35.24 **
)1-13-22	(0.50	Telazollnject Control Log / ml			0.00
1-13-22		1	Elizabethan Collar	22.00	2.50	19.50 **
1-13-22		10	Amoxicillin 250mg capsule #31096	19.55	8.50	11.05 **
1-13-22		5 1 E	Vetprofen Tablets 100mg Individual	22.25	19.26	2.99 **
		15	Trazodone 100mg tablets #310968	21.75	20.25	1.50 **
			Total charges, this invoice.			112 11

**Total discount included: 533.99

442.41

Your invoice total reflects our 13Stray Cat Accounts discount.

TOWN OF NEWBURGH

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

minal Л with. DEPARTMENT NEWBURGH VETERINARY HOSPITAL CLAIMANTS 1716 Route 300 NAME Newburgh, NY 12550 AND Tel: (845) 564-2660 ADDRESS www.newburghvet.com Net 30 Days Invoice # TERMS

Date Voucher Received		
FUND - APPROPRIATION	AMOUNT	1
		Se
a.g.,		VOUCHER NO
		Ň
Total		1
Abstract #		1

	teline			
Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/5/22	797137			84.50
115122	797138			a0.85
`	-			28.50
1/5/22	797174			272.29
1/10/22	797617			a 19.00
			TOTAL	405.54

CLAIMANT'S CERTIFICATION

I. DOYA MCASH and correct that the number of the countries taxes, from which the municipality is example, are	ments charged ware	certify that the above account in the amoun Tendened to or for the municipality on the dates stated; if the amount clarmed is actuality to be	t of s H05.54 is true
1 28 22 DATE	Que	signature	Office Mar TITLE
	(Space	below for municipal use)	
DEPARTMENT APPROVAL		APPROVAL FO	R PAYMENT
The above services or materials were rendered of furnished to the mura the dates stated and the charges are correct.	icipality on	This claim is approved and ordered for paid	from the appropriations indicated above
1/31/22 Authorized Official		······································	
Date Authorized Official		Date	Aundition Borner
			Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300 Newburgh, NY 12550 845 564-2660

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

FOR:	645 (Newt	of Newburgh - Fe Bidney Ave. Durgh, NY 12550 561-3344	line		Printe Date: Accor Invoid	01-05- unt: 4417	· · · · · · · · · · · · · · · · ·
Date		For	Qty	Description	Price	Discount	Net Price
01-05-2 01-05-2		available.PUREV	1 eceive AX Ra	FeLV/FIV ELISA in hosp #310481 Feline Rabies/ Purevax 1yr d the most advanced rabies protection bies vaccine gives your cat protection e use of potentially harmful adjuvant	on that is	107.00 27.25 pure, safe	51.00 ** 20.25 **
01-05-2	2		1	Blood Draw Fee	26.50	13.25	13.25 **
				Total charges, this invoice **Total discount included:			84.50

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders fo	r: 1-22 Lucifer	Last done
08/26 01/23 02/22 11/21	Consultation/Exam- Bi-annual Rabies/Purevax Feline 1yr FECAL EXAM Rhinotracheitis/Pan/leuk/Calic	01-05-22

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

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

1716 Route		nary Hospital		• •	ICE
	NY 12550				
	' "Your pe	et is part of our family too." Visit us at www	.newburghve	t.com	
64: Ne	wn of Newburgł 5 Gidney Ave. wburgh, NY 12 5) 561-3344				
Date	For	Qty Description	Price	Discount	Net Price
01-05-22	available.PC	1 Feline Rabies/ Purevax 1yr cat received the most advanced rabies pro JREVAX Rabies vaccine gives your cat prot without the use of potentially harmful adju-	tection that is	27.25 pure, safe	20.25
		Total charges, this inv **Total discount includ	voice		20.25
You	ir invoice total re	eflects our 13Stray Cat Accounts discount.			
	LIKE US ON FAC				
GOING	LIKE US ON FAC	CEBOOK.COM!	DDAY!	t	
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INVOICE

1716 Route 300 Newburgh, NY 12550 845 564-2660

	"Your pet is	part of our family too." Visit us at w	vww.newburghvet.com	
	Town of Newburgh - Fe 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344	əline	Printed: 01-28-2 Date: 01-05-2 Account: 4417 Invoice: 797174	
Date	For	Qty Description	Price Discount	Net Price
01-05-2; 01-05-2;	2 Your cat has rec against feline dis a followup booste	1 Weight Monitoring 1 Feline Rhino/Panleuk/Calic eived the first in a series of immuni temper,rhinotracheitis, and calicivir er in 3-4 weeks.Occasionally listles occur. If there is severe listlessness	zations to protect him/her rus. It is important to return for	
01-05-22	Annual fecal mic and, since some	1 Recommend-Fecal (please roscopic exams are very important worms are transmissible to human ng us your pet's fecal sample at yo	t for the health of your pet	0.00
01-05-22	2	1 Zoonoses tic potential of intestinal parasites-		0.00
01-05-22 01-05-22		 Strongid deworming(roundv 1 Zoonoses tic potential of intestinal parasites- 		14.00 ** 0.00
		Total charges, this **Total discount in	s invoice Icluded: 36.00	28.50
Y	our invoice total reflect	s our 13Stray Cat Accounts disco	unt.	
	LIKE US ON FACEBO	OK.COM!		
GO	ING AWAY?BOOK YO	UR PETS BOARDING RESERVATION	N TODAY!	
In c any	ompliance with New York inconveniences.	State law, all medications are non-refu	undable. We regret	

INVOICE

1716 Route 300 Newburgh, NY 12550 845 564-2660

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

FOR:	Town of Newburgh - Feline 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344	Printed: Date: Account: Invoice:	4417
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Date	For	Qty	Description	Price	Discount	Net Price
01-10-22 01-10-22 01-10-22 01-10-22	ayanısı ienne (5 1 eceived th distemper	FeLV/FIV ELISA in hosp Revolution 0-5lb Mauve Pup/Kit sin Weight Monitoring Feline Rhino/Panleuk/Calici #1 he first in a series of immunizations t r,rhinotracheitis, and calicivirus. It is	36.50 to protect	t to roturn for	51.00 ** 58.04 ** 0.00 14.50 **
	discomfort may us for advice.	y occur. If	4 weeks.Occasionally listlessness, le f there is severe listlessness or facia	∍thargy, c I swelling	or localized J, please call	İ
01-10-22	,	1	applied revolution			0.00
01-10-22 01-10-22	a followup boos	1 eceived th distemper, ster in 3-4	FeLV/FIV ELISA in hosp Feline Rhino/Panleuk/Calici #1 he first in a series of immunizations to r,rhinotracheitis, and calicivirus. It is in 4 weeks.Occasionally listlessness, le 5 there is severe listlessness or facial	important	t to return for	
01-10-22 01-10-22		1 1	Weight Monitoring applied revolution			0.00 0.00
01-10-22 01-10-22 01-10-22 01-10-22	a followup boos	1 1 1 3 1 1 eceived the istemper,r ster in 3-4	Weight Monitoring Blood Draw Fee applied revolution Feline Rhino/Panleuk/Calici #1 e first in a series of immunizations to rhinotracheitis, and calicivirus. It is ir weeks.Occasionally listlessness, let there is severe listlessness or facial	nportant i	to return for	0.00 13.25 ** 0.00 14.50 **
01-10-22 01-10-22 01-10-22	6K - 22	1 E	Weight Monitoring Blood Draw Fee Feline Rhino/Panleuk/Calici #1	26.50 36.50	13.25 22.00	0.00 13.25 ** 14.50 **

	discomfort may occ us for advice.					
01-10-22		1 applied revo	olution			0.00
01-10-22 01-10-22	7K - 22	1 Weight Mon	itoring			0.00
U1-10-22	felv/fiv neg	1 Blood Draw	Fee	26.50	13.25	13.25
01-10-22	a followup booster ir	ed the first in a se nper,rhinotrachei n 3-4 weeks.Occ	o/Panleuk/Calici #1 eries of immunizations tis, and calicivirus. It is asionally listlessness, ere listlessness or faci	important t lethargy_or	o return for	14.50
01-10-22		1 applied revo	lution			0.00
· · · · · · · · · · · · · · · · · · ·		То	tal charges, this invoid	 >e		272.29
Reminders for 11/26	r invoice total reflects o or: 7K - 22 (Weight: 1. Consultation/Exam	our 13Stray Cat A 6 lbs - 6w)	*Total discount included: Accounts discount. Last done	402.21		
Reminders fo 11/26 05/22 03/22 03/22	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe	our 13Stray Cat / 6 lbs - 6w) n- Bi-annual eline 1yr	Accounts discount.	402.21		
Reminders fr 11/26 05/22 03/22 03/22 02/22	or: 7K - 22 (Weight: 1.) Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2	our 13Stray Cat A 6 lbs - 6w) - Bi-annual eline 1yr -6 months	Accounts discount.	402.21		
Reminders fo 11/26 05/22 03/22 03/22 02/22 Reminders fo	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8	our 13Stray Cat A 6 lbs - 6w) n- Bi-annual eline 1yr -6 months 8 lbs - 6w)	Accounts discount.	402.21		
Reminders fo 11/26 05/22 03/22 03/22 02/22 Reminders fo 11/26 05/22	or: 7K - 22 (Weight: 1.) Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2	our 13Stray Cat A 6 lbs - 6w) n- Bi-annual eline 1yr -6 months 8 lbs - 6w)	Accounts discount. Last done	402.21		
Reminders fo 11/26 05/22 03/22 03/22 02/22 Reminders fo 11/26 05/22 03/22	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM Rabies/Purevax Fe	our 13Stray Cat A 6 lbs - 6w) - Bi-annual eline 1yr 6 months 8 lbs - 6w) - Bi-annual line 1yr	Accounts discount. Last done	402.21		
Reminders fo 11/26 05/22 03/22 03/22 02/22 Reminders fo 11/26 05/22	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM	our 13Stray Cat A 6 lbs - 6w) - Bi-annual eline 1yr 6 months 8 lbs - 6w) - Bi-annual line 1yr	Accounts discount. Last done	402.21		
Reminders fo 11/26 05/22 03/22 02/22 Reminders fo 11/26 05/22 03/22 03/22 03/22 02/22	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 Or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM Rabies/Purevax Fe Spay your pet at 5-6	our 13Stray Cat A 6 lbs - 6w) - Bi-annual eline 1yr -6 months 8 lbs - 6w) - Bi-annual eline 1yr 6 months	Accounts discount. Last done	102.21		
Reminders fo 11/26 05/22 03/22 02/22 Reminders fo 11/26 05/22 03/22 03/22 03/22 02/22 eminders fo 11/26	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM Rabies/Purevax Fe Spay your pet at 5-6 FVRCP Feline #2 or: 5K - 22 (Weight: 1.7 Consultation/Exam-	our 13Stray Cat <i>A</i> 6 lbs - 6w) 6- Bi-annual 9 line 1yr 6 months 8 lbs - 6w) - Bi-annual 9 line 1yr 6 months 7 lbs - 6w)	Accounts discount. Last done			
Reminders fo 11/26 05/22 03/22 02/22 Reminders fo 11/26 05/22 03/22 03/22 03/22 02/22 Reminders fo	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM Rabies/Purevax Fe Spay your pet at 5-6 FVRCP Feline #2 or: 5K - 22 (Weight: 1.7 Consultation/Exam- FECAL EXAM	our 13Stray Cat A <u>6</u> lbs - 6w) - Bi-annual eline 1yr -6 months 8 lbs - 6w) - Bi-annual line 1yr 6 months 7 lbs - 6w) - Bi-annual	Accounts discount. Last done	102.21		
Reminders fo 11/26 05/22 03/22 02/22 Reminders fo 11/26 05/22 03/22 03/22 02/22 reminders fo 11/26 05/22 03/22 03/22 03/22 03/22 03/22	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM Rabies/Purevax Fe Spay your pet at 5-6 FVRCP Feline #2 or: 5K - 22 (Weight: 1.7 Consultation/Exam- FECAL EXAM Rabies/Purevax Fel	our 13Stray Cat <i>A</i> 6 lbs - 6w) - Bi-annual eline 1yr -6 months 8 lbs - 6w) - Bi-annual line 1yr 6 months 7 lbs - 6w) - Bi-annual line 1yr	Accounts discount. Last done	102.21		
Reminders fo 11/26 05/22 03/22 02/22 Reminders fo 11/26 05/22 03/22 03/22 02/22 reminders fo 11/26 05/22 02/22	or: 7K - 22 (Weight: 1. Consultation/Exam FECAL EXAM Rabies/Purevax Fe Spay your pet at 5- FVRCP Feline #2 or: 6K - 22 (Weight: 1.8 Consultation/Exam- FECAL EXAM Rabies/Purevax Fe Spay your pet at 5-6 FVRCP Feline #2 or: 5K - 22 (Weight: 1.7 Consultation/Exam- FECAL EXAM	our 13Stray Cat <i>A</i> 6 lbs - 6w) - Bi-annual eline 1yr -6 months 8 lbs - 6w) - Bi-annual line 1yr 6 months 7 lbs - 6w) - Bi-annual line 1yr	Accounts discount. Last done			

TOWN OF NEWBURGH 1496 Route 300 DO NOT WRITE IN THIS BOX Newburgh, New York 12550 Date Voucher Received (845) 564-4552 AMOUNT FUND - APPROPRIATION **VOUCHER NO.** DEPARTMENT NEWBURGH VETERINARY HOSPITAL CLAIMANTS 1716 Route 300 NAME Newburgh, NY 12550 AND Tel: (845) 564-2660 Total ADDRESS www.newburghvet.com Abstract # Invoice # Net 30 Days TERMS Hhor Unit Price Amount **Description of Materials or Services** Quantity Dates 291.14 13/22 797999 3 Lole . 41 13 22 798000 TOTAL 1057.55

CLAIMANT'S CERTIFICATION

I DOVA M Cas + Is not connect, their this manner, services and discursements charged were n taxes, from which the municipality is example, are not included; and that	certify that the above account in the amount (EFDERET to or for the municipality on the cates stated; th the amount claimed is actually due.	of \$ 057,55 is true st no part has been part of satisfied that
1/28/22 DATE (Space	SIGNATURE below for municipal use)	Office Mar TITLE
DEPARTMENT APPROVAL The above services or materials were rendered of furnished to the municipality on the dates stated and the charges are correct.	APPROVAL FOR	
1/31/22 Date Authorized Official	Date	Auditing Board

INVOICE

1716 Route 300 Newburgh, NY 12550 845 564-2660

FOR:	Town of Newburgh - Otł 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344	her		Printe Date: Accou Invoic	01-13- int: 25745	
Date	For	Qty	Description	Price	Discount	Net Price
01-12-2 01-12-2 01-12-2 01-12-2 01-13-2 01-13-2 01-13-2 01-13-2 01-13-2 01-13-2 01-13-2 01-13-2	22 22 22 22 22 22 22 22 22 22 22 22 22	1 1 1 3 1 3 5 1 60 1 8 1	Clip Mats/ minute 2 Metacam 0.5mg/ml Oral Av/Ex 3ml Enrofloxacin 50mg/ml Suspension / Bene-Bac Lactobacillus #311006	34.50 7.50 8.80 72.60 34.50 22.50 64.00 86.00 234.00 20.90 16.00	32.00 17.25 3.75 4.40 36.30 17.25 11.25 32.00 43.00 159.00 9.85 8.85	32.00 *** 17.25 ** 3.75 ** 4.40 ** 36.30 ** 53.50 17.25 ** 11.25 ** 32.00 ** 43.00 ** 75.00 ** 11.05 ** 22.51 7.15 **
			Total charges, this invoice. **Total discount included: 3 Your old balance	 74.90		366.41 291.14
	Your invoice total reflects	our 1	Your new balance 3Stray Cat Accounts discount.			657.55

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300 Newburgh, NY 12550 845 564-2660

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FOR: Town of Newburgh - Other 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344					01-13- unt: 25745	01-25-22 at 10:48a 01-13-22 25745 797999	
Date	For	Qty	Description	Price	Discount	Net Price	
01-12-22		1	Weight Monitoring		****	0.00	
01-12-22		1	Nursing/ General/day	34.50	17.25	17.25 **	
01-12-22		1	Syringe oral feeding/ feeding	7.50	3.75	3.75 **	
01-12-22		3	Injection - Pocket pet	72.60	36.30	36.30 **	
01-12-22		1	Fecal (T808) Prepaid	64.00	32.00	32.00 **	
01-12-22		1	Oral, Topical medication administr	8.80	4.40	4.40 **	
01-13-22		1	Hospitalization+Dr CarePockPet/Ex			53.50	
01-13-22		1	Nursing/ General/day	34.50	17.25	17.25 **	
01-13-22		3	Syringe oral feeding/ feeding	22.50	11.25	11.25 **	
01-13-22		6	Injection - Pocket Pet Repeat w/hos	76.80	38.40	38.40 **	
01-13-22		1	Oral, Topical medication administr	8.80	4.40	4.40 **	
01-13-22		1	Sedation for Clip Mats (Avian/Exoti	86.00	43.00	43.00 **	
01-13-22			Clip Mats/ minute	39.00	39.00	0.00 **	
01-13-22		1	Metacam 0.5mg/ml Oral Av/Ex 3ml	20.90	9.85	11.05 **	
01-13-22		4	Enrofloxacin 50mg/ml Suspension /	20.03	8.59	11.44 **	
01-13-22		1	Bene-Bac Lactobacillus #311009	16.00	8.85	7.15 **	
			Total charges, this invoice. **Total discount included: 2			291.14	
			Your old balance			0.00	
			Your new balance			291.14	
Y	our invoice total reflects	s our '	I3Stray Cat Accounts discount.				

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

TOWN OF NEWBURGH TOWN ENGINEER

MEMORANDUM

RE:	Chadwick Lake and Delaware Aqueduct Water Treatment Plants
DATE:	1 February 2022
FROM:	James Osborne, Town Engineer
TO:	Gilbert Piaquadio, Town Supervisor & Town Board

In support of Jeff Guido's memo requesting approval to upgrade the Town's SCADA (System Control and Data Acquisition) hardware and software system.

I am requesting Town Board approval for the following budget transfer:

From:	Interfund Transfer (F9902.5900)
Amount:	\$102,000
То:	\$51,000 (F8330.4001.5200) \$51,000 (F8330.4002.5200)

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

Cc:	P. Hines, MHE
	R. Clum, Town Accountant
	J. Guido, Water Manager

bb/OWL

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor and Town Board Members

From: Jeff Guido, Water Department Manager

Date: January 20, 2022

Re: Proposal to upgrade SCADA hardware and software at CLFP and DAT Treatment Plants

Please see attached proposal from GHD to upgrade the Chadwick and DAT SCADA computers and associated software. These computers and software were originally purchased in 2011 and 2013 respectively. The current computers utilize Windows 7 OS, which Microsoft has discontinued support for as of January 2020.

As of this writing, the Chadwick system lacks redundancy due to a failure of the redundant PC at the end of December 2021. If there is an issue with the remaining PC, we will be forced to run the plant manually, requiring around-the-clock staffing.

Section 2.1 (Task1) and Section 2.2 (Task1 fee) outlines the details of the upgrade and the associated cost of \$102,000.

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

5788 Widewaters Parkway, Suite 2A Syracuse, New York 13214 United States www.ghd.com



January 13, 2022

Jim Osborne, PE Town Engineer Town of Newburgh 1496 Route 300 Newburgh, NY 12550

Updated Proposal for SCADA Computer and Software Upgrade Town of Newburgh DAT and Chadwick Water Treatment Plants

Dear Mr. Osborne

We offer the Town this proposal to upgrade the SCADA computers and associated software at the Delaware Aqueduct Tap (DAT) and Chadwick Water Treatment Plants.

1. **Project Background / Understanding**

The Town's existing SCADA computer hardware at the Chadwick and DAT WTPs were purchased in May 2011 and June 2013, respectively, with 5-year manufacturer warranties backed by Dell. These warranties have since expired. The Windows Operating Systems (OS) on the desktop computers utilize Windows 7 OS, which Microsoft discontinued support for on January 14, 2020. The tower server at the DAT hosts the SCADA Historian, which utilizes Microsoft's Server 2008 OS and has similarly been discontinued by Microsoft on January 14, 2020. It is important to note that Microsoft ceases to issue security patches for Operating Systems that are no longer supported, which creates a security vulnerability for the Town's SCADA applications. Of greater concern is the expiration of the computer manufacturer's warranty, which creates a hardware reliability and continuity of operations risk if the hardware were to fail while the computer is out of warranty. Note that computer hardware warranties cannot be extended nor renewed. It is also worthwhile to note that the existing computers have been in operation for over 7 years without any significant hardware nor software issues, which is a testament to the quality and selection of the computer hardware, the software implementation and configuration, and the maintenance of the system.

The operating systems available with the purchase of new computers necessitates the upgrade of several software programs that reside on the SCADA computers. In preparation of this proposal, we have evaluated the compatibility of the existing HMI software (GE iFIX), reporting software (XLReporter), and software-based alarm notification program (WIN911) and have ascertained that each of these software components require an upgrade to newer versions in order to accommodate operating systems currently available with the purchase of new computers. Currently available Windows Operating Systems are Windows 10 and Server 2019.

As such, we are proposing that the Town prepare to upgrade the SCADA software and computers at both WTPs as soon as possible. The following scope of work includes all costs necessary to upgrade the SCADA software and computers at both WTPs.

The Power of Commitment

3. Project Schedule

The following delivery schedule for the design is anticipated to be complete from the date of fully-executed agreement within the number of days outlined below.

Task 1 – HMI Upgrade_____3-9 months*

*Due to the pandemic, customized computer builds may take longer than normal. In order to achieve this timeline, a lead time of 4 weeks upon computer order has been accommodated. Further delay in computer shipment will proportionately extend the delivery schedule. Given the current status of the Chadwick SCADA1 computer, GHD will expedite the upgrade of the SCADA1 computer in advance of the remainder of the project tasks.

If you have any questions or require any additional information, please call.

Regards

C. Dutin Sedlack

Dustin Sedlack Principal

+1 315 436 6953 dustin.sedlack@ghd.com

Copy to: Kevin Castro, PE, GHD



Q1150

Professional Services Agreement (North America)

This Professional Services Agreement (hereinafter "Agreement") is effective this ____ day of February 2022, ("Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and the Town of Newburgh, New York (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work

GHD shall perform the work set forth in the "Scope of Work," attached hereto as Exhibit "A" (the "Services"). It is understood that the Services will be based on facts known and laws in place at the time of execution of this Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines on the Scope of Work (an "Amendment").

2. Changes in the services

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the Services shall be set forth in an Amendment which includes an adjustment in the price or time for such Services and is signed by GHD and Client.
- (b) If the Parties are unable to agree on the price adjustment in an Amendment and GHD elects to perform the additional services without an Amendment, then GHD shall be compensated as set forth in Section 3(c) below.
- (c) Unless otherwise provided herein, GHD shall not be required to perform additional services unless the additional services, any additional compensation, and/or the time to perform such additional services are set forth in an Amendment.
- (d) GHD shall have no liability for any delay, and the contract time shall be extended by the equivalent delay, associated with Client's delay in executing an Amendment.

3. Payment for services

- (a) For Services rendered on a time plus expense basis:
 - (i) the fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates as set forth in the fee schedule are subject to revision on an annual basis. Personnel rates are allinclusive, including overhead and profit, and apply to all hours expended with no premium charged for overtime hours.

GHD | Q1150 Professional Services Agreement (North America) | (Aug 2021) + The Power of Commitment 1

- (ii) GHD shall be reimbursed for all expenses incurred in connection with its Services hereunder, plus reasonable markup as specified in the fee schedule and/or Scope of Work, as well as goods supplied by GHD's subcontractors, vendors, or suppliers, reasonable travel and living expenses of GHD staff; long distance telephone charges; information technology; telecopy charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; costs of providing and maintaining site offices, supplies, and equipment; and all necessary and incidental costs associated with subcontracts where appropriate.
- (iii) For Services performed by GHD's subcontractors, Client shall pay GHD for the cost of such Services plus markup, as set forth in the Scope of Work.
- (b) For Services rendered on a lump sum, unit price, or fixed fee basis: Client shall pay GHD for Services within the Scope of Work which are rendered on a percentage complete, or task complete basis in accordance with the fee schedule set forth in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor with no premium charged for overtime hours and no additional charges for expenses incurred, unless otherwise specified in this Agreement.
- (c) GHD shall be entitled to an equitable adjustment to its compensation for any additional services GHD provides, and Client shall pay for any liability, cost or expense GHD incurs, if: (i) the approved scope, schedule, extent, or character of the Services is changed materially by Client; (ii) any information provided by or on behalf of Client to GHD is not complete and/or accurate; (iii) as a result of the Services, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority; (iv) Client fails to pay any amount due under this Agreement; (v) any event beyond the reasonable control of GHD affects GHD's ability to perform the Services within the cost and schedule set forth in the Scope of Work; or (vi) Client terminates this Agreement before the term of the Services concludes, as set forth herein.
- (d) Unless otherwise agreed, GHD will invoice Client monthly for Services completed in accordance with the payment basis set forth in the Scope of Work. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within 30 calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within 30 calendar days of the invoice date shall deem the invoice accepted by Client. Any amounts in dispute shall be subject to the dispute resolution provisions of Section 14 below. Interest shall not accrue on any disputed amount.
- (e) GHD reserves the right without penalty to suspend Services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within 45 calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

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4. Insurance

GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise set forth in the Scope of Work:

- (i) workers compensation as statutorily required;
- (ii) employer's liability \$1,000,000 per accident/disease/employee (US) or \$1,000,000 per occurrence and \$2,000,000 in aggregate (CAN);
- (iii) automobile liability \$1,000,000 combined single limit;
- (iv) commercial general liability \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (v) professional liability \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). GHD may use such Client Data in performing the Services.
- (b) Client shall, if requested by GHD, review any designs, drawings, plans, specifications, reports, bids, proposals, and other information provided by GHD before they are finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the work of GHD. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to satisfy the requirements of the Scope of Work.
- (c) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Services, as determined by GHD:
 - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- (d) Client shall be responsible for providing information (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (e) Upon GHD's review of Client Data, if applicable, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising

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out of any act or omission of GHD, its agents, contractors, subcontractors, and/or employees, relating in any way to subsurface structures, to the extent GHD's acts or omissions cause or contribute to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other economic loss; (v) any other damage or liability whatsoever; or (vi) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters.

- (f) Client warrants that it owns all rights to Client Data required to meet the relevant Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free, perpetual, worldwide license to access, revise, reproduce, distribute, and otherwise use and display Client Data and perform all acts with respect to Client Data as necessary for GHD to provide the Services to Client. Client shall disclose to GHD all known regulations and legal requirements associated with the use of Client Data. GHD shall have no obligation to validate any contents of Client Data for content, correctness, usability or for any other purpose. Client shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to Client Data or any other content collected or used by the Services.
- (g) Client agrees that GHD may use Client Data to add insight, analytics, and data science to the Services and/or to provide or suggest additional solutions and services to Client. Client acknowledges and agrees GHD may store Client Data on systems which may run on a public cloud (e.g., Amazon or Microsoft).
- (h) Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the Services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Statistics"). Client agrees that all right, title, and interest in Aggregated Statistics, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Statistics for any business purpose, during and after the term of this Agreement, such as for creating solutions and products for other GHD clients.

6. Confidentiality

GHD shall not disclose any confidential information relating to Client to any third parties other than employees, subcontractors, or agents of GHD, without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any confidential information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the confidentiality of the information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents, without reference to Client's confidential information.

7. Independent contractor and subcontracting

The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the Services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the Services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

8. Site access and safety

Client shall provide right of entry and safe access as needed by GHD and necessary permissions in order for GHD to perform work under this Agreement. If Client does not own or control the project site, Client shall obtain permission from the project site owner for a right of entry as needed by GHD, its representatives, and its subcontractors to perform the Services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD and its employees, agents, and subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner, as well as those of Client with respect to Client's facilities, which may be imposed upon GHD as a condition of its right of entry. If access to the project site is required to perform the Services and such access does not comply with all applicable Client approved safety plans, regulations and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

9. Hazards, materials, and samples

- (a) Unless otherwise stated in the Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which Services are to be performed by GHD or its subcontractors, with particular reference to hazardous substances or conditions. To the extent that such information is in its possession, Client warrants that it will make full and accurate written disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site prior to the commencement of the Services.
- (b) If Hazardous Conditions are discovered by GHD during the performance of its Services which it could not have reasonably discovered prior to the commencement of work, or which Client had in its possession and failed to disclose, and if the existence of such Hazardous Conditions materially changes the nature or conduct of GHD's work or responsibilities at the project site, Client and GHD shall seek to agree on an equitable adjustment to GHD's work to reflect such changes. If the Parties are unable to agree on such adjustments, or the delay exceeds 30 calendar days, the Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement.
- (c) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from and against such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims or liability of GHD in relation to preexisting conditions on site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local

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environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner, operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.

(d) In the event GHD performs any Services for Client that involve the taking of samples, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in the Scope of Work, GHD shall not assume title to any samples taken on behalf of Client

10. Standard of care

GHD represents that its Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any Services which fail to conform to the standard of care established in this Section.

11. Indemnity and liability

- (a) Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to Services hereunder; (ii) a breach by GHD of representations or other provisions hereunder; or (iii) the negligence or willful misconduct on the part of GHD in performing Services hereunder.
- (b) Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against any and all losses, damages, liabilities and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) any negligence or willful misconduct of Client; (ii) any breach by Client of any warranties or other provisions hereunder; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control. In addition, Client shall indemnify, defend, and hold GHD harmless from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's unauthorized use, reuse, or modification of GHD IP, as defined in Section 12, without written verification or adaptation by GHD.
- (c) The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

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- (d) To the maximum extent permitted by law, for any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action; GHD's liability, including that of its employees, agents, directors, officers, and subcontractors, shall be strictly limited to the greater of the contract value or \$50,000, but in no event shall GHD's liability exceed \$1,000,000, except as to damage resulting from the gross negligence or willful misconduct of GHD. Client's liability to GHD (not including payment obligations), except as to damage resulting from Client's gross negligence or willful misconduct, including that of its employees, agents, directors, officers and contractors, will be limited to \$1,000,000.
- (e) Except as explicitly provided herein, in no event shall either Party be liable to the other under this Agreement or otherwise for any consequential, special, indirect, incidental, or punitive damages, and/or damages resulting from the loss of profits, revenue, opportunity, anticipated savings, use, data and/or goodwill.

12. Intellectual property

- (a) All work product, including reports, plans, drawings and specifications, images, computer code, software, or any other work, prepared or furnished by GHD are instruments of service with respect to the Scope of Work, and GHD shall retain a copyright, ownership, and property interest therein whether or not the Scope of Work is completed. With respect to any inventions, works, products, software, other materials, and methodologies proprietary to GHD or its subcontractors or suppliers and created, conceived, or reduced to practice by GHD prior to or independently of this Agreement, and any trade secrets, know how, methodology, and processes related to GHD products or services (hereinafter the "GHD IP"), to the extent that any GHD IP is incorporated into any deliverable for Client and on the condition that Client has fully paid GHD for such deliverable, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the GHD IP for the purposes of Client's project.
- (b) Client may make and retain copies for information and reference in connection with the construction, improvement, use or occupancy of the project by Client. Any reuse or modification without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to GHD and Client agrees to defend, indemnify, and hold harmless GHD for any unauthorized reuse or redistribution.

13. Termination

- (a) Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided 30 calendar days advance written notice of the termination. Client shall pay GHD for all Services performed and expenses incurred to the effective date of termination including but not limited to demobilization and remobilization costs, costs to cancel or suspend subcontracts, and other related close-out costs.
- (b) GHD may terminate its obligations pursuant to this Agreement under the following circumstances:
 - (i) In the event of a breach or default of any obligation by Client, except payment of disputed amounts as provided in Section 3 of this Agreement;

- (ii) If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or
- (iii) Upon the institution by or against Client of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts, upon Client making an assignmentfor the benefit of creditors, upon Client winding up or liquidating its business, upon Client's dissolutionor ceasing to do business, or upon Client admitting in writing that it is unable to pay its debts as they generally become due.
- (c) If either circumstance described in Section 13(b)(i) or 13(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 calendar days of such notice the circumstances described in Section 13(b)(i) or 13(b)(ii) above have not been remedied or cured, GHD may terminate its Agreement hereunder. In the event of termination, GHD shall be paid for Services performed to the date of termination plus reasonable termination expenses.

14. Dispute resolution

Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have 5 business days from the date of notification to begin negotiations and 15 business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have 45 business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit

Client shall have the right, upon reasonable advance notice, to audit records associated with the Services performed and with the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the Services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

16. Force majeure

If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible. The requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party claiming Force Majeure contrary to its wishes. The term "Force Majeure" as used in this Agreement shall mean an Act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, pandemic, lightning, fire, storm, flood, explosion, blackout, governmental restraint, unavailability of equipment, personnel or information, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension.

17. Notice

Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by email to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD: Consulting Services Inc.	Client
Attention:	C. Dustin Sedlack	Jim Osborne, PE
Address:	5788 Widewaters Pkwy, Syracuse, NY 13214	1496 Route 300, Newburgh, NY 12550
Email:	dustin.sedlack@ghd.com	engineering@townofnewburgh.org
Telephone:	315.436.6953	845.564.7814

18. Miscellaneous

- (a) Third party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) Municipal advisor rule. GHD's Services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.
- (c) Reliance. Client acknowledges that documents, information, and work product provided in the performance of GHD's services may not be relied on by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of GHD's services and such third party has (i) executed GHD's standard form reliance letter/deed and (ii) paid fees as specified in the Scope of Work.
- (d) Waiver. No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

GHD | Q1150 Professional Services Agreement (North America) | (Aug 2021)

- (e) Successors and assignment. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any documents as may be reasonably requested by GHD or its successor to evidence consent to such assignment.
- (f) Severability and survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including those pertaining to indemnification, limitations of liability, intellectual property, and confidentiality shall survive the termination of this Agreement.
- (g) Governing law. This Agreement shall be governed by the laws of the State or Province in which the project site is located, or if no such single site exists, and no agreement exists between the Parties as to applicable law, then the State or Province in which GHD is incorporated.
- (h) Authority to sign. Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing, to every term of this Agreement. This Agreement may be executed in any one or number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (i) Entire agreement. This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the Services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

Consulting Services Inc.

C. Dutin Sedlack

C. Dustin Sedlack Principal

Client Town of Newburgh, NY

> Print name Print title

Scope of Work

The scope of Services to be provided by GHD is as follows:

Description of the Services

Task 1 – HMI Software and Select Computer Hardware Upgrade

- 1. Purchase and install new GE iFIX 6.5 and Historian 9.1 software to upgrade existing GE iFIX HMI software at the DAT and Chadwick WTPs to the latest version. The latest software versions available at the time of order will be procured.
- 2. Purchase, configure and install four (4) new Dell Precision desktop computers to replace existing redundant SCADA computers in the DAT control room and Chadwick WTP. Desktop computers will be equipped with RAID1 redundant hard drives and include the resources by way of CPU, RAM, and storage space necessary for this application. Each computer will come equipped with a new keyboard, mouse, and 27-inch wide-screen monitors with 16:9 aspect ratio, Windows 10, and a 5-year Dell warranty.
- 3. Purchase, configure, and install one new Dell PowerEdge tower server to replace the existing Historian server. Server will be equipped with RAID1 redundant 2 TB solid-state and hot-swappable hard drives, and include the resources required by the Historian application. The Server 2019 OS will be utilized with a 5-year Dell warranty supplied.
- 4. Purchase, configure, and install one new panel-mounted industrial PC (IPC) to replace the existing IPC installed at the DAT Finished Water Pumping Station. This IPC will be supplied with a touchscreen and manufacturer's 1 year warranty (the only warranty option available).
- Purchase, configure, and install new GE iFIX licenses to replace existing GE iFIX software functionality. Existing graphics will be reused and are not required to be modified under this upgrade. All existing HMI functionality will remain unmodified. Modifications may be made under GHD's SCADA Maintenance agreement, if desired.
- 6. Perform an onsite visit to install new computers, remove existing computers from service, and validate functionality of upgraded applications and computers.
- 7. Purchase, configure, and install the latest version of SyTech XLReporter, which is the reporting software currently used at both plants to generate reports. Existing reports will be migrated to utilize this latest version. No new reports are required.
- Purchase, configure, and install an upgrade to the existing WIN911 Pro/V7 application to WIN911 2021. WIN911 2021 is WIN911's new alarm notification program. This upgrade is required to maintain compatibility with the latest version of GE iFIX software. It also requires replacement of the existing voice modems at both plants.

GHD Subcontractor(s)	n/a
Fee Schedule including markups	Task 1 - fee is on a lump sum basis not-to-exceed \$102,000. Note that the majority of this fee are computer hardware and software costs.
Materials/premises to be provided by Client	n/a
Other information relevant to the Services	n/a

Key dates	
Commencement date	Upon Authorization
Milestones, deadlines, timelines	Task 1 – HMI Upgrade 3-9 months*
	*Due to the pandemic, customized computer builds may take longer than normal. In order to achieve this timeline, a lead time of 4 weeks upon computer order has been accommodated. Further delay in computer shipment will proportionately extend the delivery schedule. Given the current status of the Chadwick SCADA1 computer, GHD will expedite the upgrade of the SCADA1 computer in advance of the remainder of the project tasks.
Additional Terms and Conditions	
Special Conditions	n/a

TOWN OF NEWBURGH TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: Patrick J. Hines, Rep Engineer for Town

19Af

DATE: 1 February 2022

RE: Meadow Hill South Relief Sewer Project Change Order #2, Over/under and Contract Time Extension

Attached please find change order #2 from the project contractor TAM Enterprises, Inc. and Engineering consultant, GHD.

This change order increases the time of the completion from 120 days to 302 days with substantial completion occurring on 13 December 2021.

The change order also addresses quantity over/under runs in the contract. The change order is a net decrease in project cost of \$34,719.50. Bid cost was \$996,000.00 with final cost being \$961,280.50.

Change order #2 requires Town Board action for approval. If you have any questions or comments, I am available to discuss them.

Cc: J. Osborne, Town Engineer R. Clum, Town Accountant L. Vance-Ayers, Town Clerk

PJH/dd

5788 Widewaters Parkway, Suite 2A Syracuse, New York 13214 United States www.ghd.com



Your ref: Our ref: 8616478

January 31, 2022

James Osborne Patrick Hines Town Engineers TOWN OF NEWBURGH, NY

TAM Enterprises Inc. Contract Time Extension Request – Contract No. 1 – Change Order No. 2 Meadow Hill South Parallel Relief – Town of Newburgh, New York

Dear Jim and Pat:

The purpose of this letter is to issue a Change Order for a contract time extension and adjustment in total contract price to Contract No. 1 – General, to accurately compensate the work completed by TAM Enterprises Inc. (TAM) and provide sufficient time to complete the remaining work of the above referenced project.

- 1. **Purpose:** To provide a contract time extension to TAM and decrease the contract price for the work in Contract No.1 General.
- 2. Reason: TAM experienced delays in the approval and acquirement of the lid for the cleanout assembly west of Route 300. Industry delays have caused their inability to complete the project by the dates set forth in Change Order No.1. Substantial Completion was not reached until December 13, 2021. Work under multiple contract bid items was unnecessary and therefore the final contract price for work completed is less than the original contract price.
- 3. Contractor: TAM Enterprises, Inc
- 4. Backup Documentation: Change Order No.2 dated January 31, 2022.
- 5. **Recommendation:** It is the recommendation of GHD that the modification to the construction schedule be granted to TAM and added to Contract No.1 General. Additionally, GHD recommends the contract price be reduced to adjust for the bid items that were not needed.

Please review this request, and if acceptable, sign and date the attached change order and return a signed copy to our office and TAM, for the record. Please contact me with any questions.

Sincerely,

on R. Futwan

Jon Putnam, P.E., BCEE Project Manager

+1 315 802-0324 jon.putnam@ghd.com

Encl. Change Order No. 2 dated January 31, 2022 Copy to: Natasha Duran, EIT - GHD 1

CHANGE ORDER NO.: 2

Owner:	Town of Newburgh, New	York Owner's Project No.:	
Engineer:	GHD Consulting Services,	Inc Engineer's Project No.:	8616478
Contractor:	TAM Enterprises, Inc	Contractor's Project No.:	
Project:	Meadow Hill South Paralle	el Relief Sewer	
Contract Name:	Contract No.1 - General		·
Date Issued:	01/31/22	Effective Date of Change Order: 01/31/	/22

The Contract is modified as follows upon execution of this Change Order:

Description: This change order provides a contract time extension to TAM Enterprises Inc. and reduces the contract price.

Attachments:

- 1. Over/Under Summary Table
- 2. Substantial Completion Letter from TAM dated 12/13/21
- 3. Email correspondence from TAM dated 12/22/21

Change in Contract Price	Change in Contract Times			
Original Contract Price:	Original Contract Times: 120 days from March 30, 2021 (NTP)			
¢ ¢006.000.00	Substantial Completion: Ready for final payment:	90 days from NTP 120 days from NTP		
\$ \$996,000.00 [Increase] [Decrease] from previously approved	Increase from previously approved			
Change Orders No. 1 to No. [Number of previous Change Order]:				
	Substantial Completion:	135 days from original		
\$ <u>N/A</u>	Ready for final payment:	135 days from original		
Contract Price prior to this Change Order:	Contract Times prior to this Change Substantial Completion:	Order: November 15, 2021		
\$ \$996,000.00	Ready for final payment:	December 15, 2021		
Decrease this Change Order:	Increase this Change Order:			
	Substantial Completion:	28 days from previous		
\$ 34,719.50	Ready for final payment:	47 days from previous		
Contract Price incorporating this Change Order:	Contract Times with all approved C	hange Orders:		
	Substantial Completion:	December 13, 2021		
\$ _\$961,280.50	Ready for final payment:	January 31, 2022		

Recommended	by	Engineer	(if	required)
			~	

Project Manager Date: 01/31/22

in.

Authorized by Owner

R. Kutman

By: Title:

Approved by Funding Agency (if applicable)

Authorized by Owner

Title:

Date:

By:

EJCDC[®] C-941, Change Order.

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Page 1 of 1

CHANGE ORDER NO.: 2

Owner:	Town of Newburgh, New Y	nc Engineer's Project	Owner's Project No.:	
Engineer:	GHD Consulting Services, I		Engineer's Project No.: 86	
Contractor:	TAM Enterprises, Inc		Contractor's Project No.:	
Project: Contract Name: Date Issued:	Meadow Hill South Paralle Contract No.1 - General 01/31/22	I Relief Sewer Effective Date of Change Order:	01/31/2	2

The Contract is modified as follows upon execution of this Change Order:

Description: This change order provides a contract time extension to TAM Enterprises Inc. and reduces the contract price.

Attachments:

- 1. Over/Under Summary Table
- 2. Substantial Completion Letter from TAM dated 12/13/21
- 3. Email correspondence from TAM dated 12/22/21

Change in Contract Price	Change in Co	Change in Contract Times	
Original Contract Price: \$ \$996,000.00	Original Contract Times: 120 day Substantial Completion: Ready for final payment:	90 days from NTP 120 days from NTP	
[Increase] [Decrease] from previously app Change Orders No. 1 to No. [Number of	roved Increase from previously approv	Increase from previously approved Change Orders No.1 to No.1:	
previous Change Order]:	Substantial Completion:	135 days from original	
\$ N/A	Ready for final payment:	135 days from original	
Contract Price prior to this Change Order:	Contract Times prior to this Cha Substantial Completion:	nge Order: November 15, 2021	
\$ \$996,000.00	Ready for final payment:	December 15, 2021	
Decrease this Change Order:	Increase this Change Order: Substantial Completion:	28 days from previous	
\$ 34,719.50	Ready for final payment:	47 days from previous	
Contract Price incorporating this Change C	Order: Contract Times with all approve Substantial Completion:	Contract Times with all approved Change Orders: Substantial Completion: December 13, 2021	
\$ \$961,280.50	Ready for final payment:	January 31, 2022	

Recommended by Engineer (if required)

12 Project Manager Date: 01/31/22

By:

Title:

By:

Title: Date:

Authorized by Owner

Authorized by Owner

Approved by Funding Agency (if applicable)

EJCDC[®] C-941, Change Order.

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Page 1 of 1
Change Order No. 2 OVER/UNDER COST TABLE Meadow Hill South Parallel Relief Sewer Contract No.1 - General

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$11,600.00 \$4,250.00 \$4,277.50 \$6,000.00 \$0.00 \$12,672.00 \$38,799.50 Under Over Under Amounts \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$4,080.00 (\$34,719.50) \$961,280.50 \$4,080.00 Over FINAL CONTRACT PRICE Net (over) \$10,222.50 \$23,328.00 \$25,494.00 \$5,000.00 \$0.00 \$0.00 \$97,300.00 \$85,680.00 \$278,400.00 \$87,200.00 \$117,808.00 \$83,603.00 \$48,879.00 \$28,000.00 \$961,280.50 \$70,366.00 Final Contract Price \$290,000.00 \$87,200.00 \$36,000.00 \$117,808.00 \$83,603.00 \$48,879.00 \$28,000.00 \$25,494.00 \$5,000.00 \$4,250.00 \$14,500.00 \$70,366.00 \$97,300.00 \$\$1,600.00 \$6,000.00 \$996,000.00 Original Contract Price 290.00 · 85.00 102.00 580.00 872.00 96.00 48,879.00 16.00 5,000.00 TOTALS 278.00 17,808.00 83,603.00 25,494.00 120,00 70,366.00 Unit Price Page 1 of 1 ω sq. Yds 35.25 cu. Yds 0.00 cu. Yds 0.00 cu. Yds Unit s s, <u>...</u> s 1.00 480.00 100.00 1.00 1.00 243.00 1.00 1.00 1.00 1,750.00 - 350.00 840.00 Quantity Final 350 50 50 20 1,750 800 500 100 375 Original Quantity 8-Inch Diameter Pressure Sewer Between Cleanout Assembly, East Side of 8-Inch Diameter Pressure Sewer Between Existing Comminutor Building VYSDOT Route 300 (Union Avenue) Trenchless Road Crossing and Cleanout Assembly, West Side of NYS Thruway I-87 New York State Thruway I-87 Trenchless Road Crossing Jnion Avenue Interconnection Vault and Other Work Connection to Communitor Building and Other Work Mobilization, Demobilization, and Miscellaneous Description of Work Asphalt Driveways and Parking Areas Final Cleanup and Site Restoration Special Pipe Trench Backfill esting of Pressure Sewers Additional Excavation Cleanout Assemblies NYS Thruway I-87 Rock Excavation Record Drawings Bid Item , No 2 ZA g ₹ B 2

- j



WATER & WASTE WATER SPECIALISTS

114 Hartley Road Goshen, NY 10924

Phone (845)-294-8882 Fax: (845)-294-8883



GHD Consulting Engineers LLC

December 13th, 2021

5778 Widewaters Parkway

Syracuse, NY 13214

Attn: Jon Putnam

Jon,

Please accept this letter confirming TAM Enterprises Inc. has now reached Substantial Completion on the "Town of Newburgh – Meadow Hill South Parallel Relief Sewer" project.

-a. all Work and Extra Work, excepting the items on the Final Punch List and any close-out requirements, are complete and in all respects in compliance with the Contract;

b. all equipment and machinery, if any, furnished by the Contractor are operational and in good working order;

c. all utilities specified or required under the Contract are connected and functioning properly;

d. The Contractor shall achieve Final Completion, including completion of all Final Punch List items and close-out requirements, on or before a date certain (December 31st 2021).

Thank You, ROSECT MANAGER Title: Signature;

ANN M. KATA Notary Public. State of New York No. 01KA6239527 Qualified in Orange County Commission Expires April 18, 2023 Notary:

Engineer of Record:

Town Of Newburgh:

рл: Г

Title:	 ·	Date
Signature:		Date:

Date:_ Title: Signature"_____ Date:_



WATER & WASTE WATER SPECIALISTS

114 Hartley Road Goshen, NY 10924

Phone (845)-294-8882 (845)-294-8883 Fax:



December 13th, 2021

GHD Consulting Engineers LLC

5778 Widewaters Parkway

Syracuse, NY 13214

Attn: Jon Putnam

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ANN M. KATA Notary Public. State of New York No. 01KA6239527 Qualified In Orange County , Commission Expires April 18, 20-

Notary:

Engineer of Record:

Date Title: ____

Town Of Newburgh:

Signature:_____ Date:___

Date: . Title: Signature"_____ Date:__

TOWN OF NEWBURGH **TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM:

Patrick J. Hines, Rep Engineer for Town

DATE: 1 February 2022

RE: Meadow Hill South Relief Sewer Project GHD Contract Amendment #8 Additional Services Construction Phase

Attached is a proposed contract amendment for the subject project. This is the 8th amendment to the original contract dated 31 June 2014.

This amendment covers additional contract services including construction contract administration (EFC, MWBE, SDVOB), Project Representation during construction and the preparation of the Operation and Maintenance procedures required by the NYSDEC.

The total contract change is \$49,800.00. Town Board authorization is required for contract amendment #8, I am requesting that this item be placed on the next available agenda.

If you have any questions or comments, I am available to discuss them.

J. Osborne, Town Engineer Cc: R. Clum, Town Accountant L. Vance-Ayers, Town Clerk

PJH/dd



Amendment No.8

This Amendment/Change is effective this January 10, 2022, (the "Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and the Town of Newburgh, New York (hereinafter "Client"). In consideration of the mutual promises set forth herein, GHD and Client agree to modify the project details for the Original Agreement between GHD and Client referenced herein.

Project details			
Project name:	Meadow Hill South Parallel Relief Sewer	Project number:	11228916
Effective Date of	January 31, 2014	Project	Jon Putnam, PE
Original Agreement:		Manager:	

Description of proposed change:

GHD and the Town of Newburgh entered into an Agreement dated January 31, 2014, for the preliminary design, final design, bidding, and construction phase engineering services for the Meadow Hill South Parallel Relief Sewer; and bids were received for the work on January 12, 2021, and construction notice to proceed was issued March 30, 2021, with construction completion date set for June 29, 2021 (90-days from issuance of the Notice to Proceed).

GHD has been providing Construction Contract Administration and Resident Project Representation Services for this project since the completion of Bid Phase. These services have been extended due to construction delays, construction contract time extensions, and include additional scope items, which has increased overall effort to complete both Construction Contract Administration and Resident Representative engineering services for this project. Construction of the project was Substantially Complete as of December 13, 2021.

Therefore, GHD and Client agree to amend the Agreement for reasons as follows:

Construction Contract Administration

Additional effort was required to review various and numerous shop drawing/submittals/proposals and proposed material substitutions submitted by the Contractor. These additional submissions and subsequent reviews of these submissions were caused by Contractors difficultly to obtain the required materials due to availability/fabrication issues, and issues with schedule of delivery within the allotted contract time frame.

NYSEFC MWBE and SDVOB Documentation Reviews/Coordination- Engineer acted as the authorized representative of Town MBO officer for this project. Engineer coordinated, reviewed, and submitted documentation required by NYSEFC to the Town, Contractor, and NYSEFC. This effort was required as part of the grant the Town received from NYSEFC in connection with construction cost of the project.

Original Construction Administration effort was budgeted based on 3-month construction completion period. Current construction substantial completion period was 8-1/2 months

Resident Project Representative (RPR)

Construction Schedule was delayed and prolonged on this project. During construction, the Contractor experienced delays with site access, delays with fabrication and delivery of project materials, had equipment issues, and experienced site construction issues. The Contractor requested and received a contract time extension for an additional 5-1/2 months. These delays had increased RPR efforts required at the site.

Originally RPR effort was budgeted at 480-hours and 90-day construction contract time. The anticipated level of additional effort based on current construction status and construction contract time extension is 275 hours over the additional 5-1/2 month period, and our fee includes additional expenses incurred during that period.

Parallel Relief Sewer Operation and Maintenance Procedures

Per Town request, develop an Operation and Maintenance Plan document for the new parallel relief sewer for Town use. The document will include project background, components, suggested operation maintenance procedures of the new relief sewer, and project record drawings.

월 전 10 H - 10 H - 13 H - 8		e ja e ter ja 🖡		
Current budgeted		Current completion	on	
effort (Amendment 7	\$94,000	date:	June 29, 2021	
This change	\$7,400-Constructio	n Contract Administration		
(variation)	\$39,900-Resident I	Project Representative		
	\$2,500- Parallel Re	elief Sewer O&M Procedur	res	
	Total: \$49,800			
Revised budgeted		Revised completi	on	
effort total	\$143,800	date:	February 28, 2022	

In witness whereof, GHD and Client have caused this Amendment No. 8 to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Consulting Services Inc.

Kevin Castro, PE President Date: January 11, 2022

Client Town of Newburgh, NY

> Gilbert Piaquadio Town Supervisor Date:

GHD | Q1403 Amendment/Change Form (May 2021)

-> The Power of Commitment | Page 2 of 2

HIDA



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNE	el dept.
То:	Supervisor Piaquadio Town Board
From:	Charlene M Black, Personnel
Date:	January 26, 2022
Re:	Part Time Clerk

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

We interviewed Patricia Barile for the position of Part Time Clerk in the Assessor's Office. We feel that Ms. Barile will be an asset to the department and will complete it. Ms. Barile upon your approval will need to do paperwork, fingerprints, physical and drug and alcohol testing. A hire date of on or February 21, 2022. Thank you in advance.

To: Supervisor Piaquadio Town Board

Cc: Charlene Black, Personnel

From: Molly Carhart, Assessor

Date: January 26, 2022

Re: Part Time Clerk Assessor's Office

This is a request for approval to hire Patricia Barile as a part time Clerk for the Assessor's Office for 2022. Ms. Barile has office experience and will be an asset to that department.

Upon approval Ms. Barile's start date will be on or after February 21, 2022 with a salary of \$15.31 per hour and she will need to complete all necessary employment requirements. Thank you in advance.

Molly & Carbout

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Patricia Barile
DEPARTMENT: Assessor
TITLE OF POSITION: Clerk
FULL TIME OR PART TIME: Part Time
HOURLY RATE: \$15.31
IS POSITION FUNDED IN CURRENT BUDGET: 🖌 YES OR NO
FUND APPROPRIATION NUMBER: Dept 1355, Fund 5100
PROPOSED HIRE DATE: On or after 02/21/2022 NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL,
DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK. Wolly of Carbon-t
DEPARTMENT HEAD SIGNATURE
01/24/2022

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

3-2019

#11A



Town of Newburgh 1496 Route 300 Newburgh, NY 12550 845-564-4552

Date: 1/28/2022

Is the budget adjustment under \$7,500 ? 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 ______ To cover end of year expenses ______

From:	Account Number: Account Description:	8340-5472 Consult Fees	Amount:	\$ 7,000.00	
From:	Account Number: Account Description:	8340-5458 Repairs to Transmission/ Collection System	Amount:	\$ 6,000.00	
To:	Account Number: Account Description:	8340-5452 Vehicle Contract Repairs	Amount:	\$ 13,000.00	*****
To:	Account Number: Account Description:		Amount:		

Please note: The total of the from and to should equal

De theat Head Signature

Gil Piaquadio, Town Supervisor

P of I North	1496 Rom NEWBUR (845) 564	RGH, NEW YORK 12550 4-4552			
Date:	12/15/2021 2021 Bud	2 10			
Is the bu	idget adjustment under \$5,00	0? Yes:_	No:x		
If yes , Pl	ease give Gil a copy to sign an	d deliver to the Accountir	ng Office.		
lf no , Ple	ease have the board approve a	at the next available board	I meeting.		
Reason	why the budget transfer is nee	aded:			
	ater production at Chadwick		shortfall		
	nemicals budget.		Shortran	<u> Sakan ng Kanang</u> ang Kanang br>Kanang Kanang	
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From:	Account Number: Account Description:	4002.5459 Chemicals	Amount:	\$	(8,000.0
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#11C



Town of Newburgh 1496 Route 300 Newburgh, NY 12550 845-564-4552

Date: 1/28/2022

Is the budget adjustment under \$7,500 ?	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 _	To cover end of year expenses
Badger meters	& endpoints before 2022 price increase

From:	Account Number: Account Description:	8340-5499 Other Expenses	Amount:	\$ 16,000.00	
 From:		8340-5458 Repairs to Transmission/ Collection System	Amount:	\$ 13,000.00	_
To:	Account Number: Account Description:	8340-5466 Operating Supplies	Amount:	\$ 29,000.00	
То:	Account Number: Account Description:		Amount:		

Please note: The total of the from and to should equal

Department/Head Signature

Gil Piaquadio, Town Supervisor





TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti Commissioner of Parks, Recreation & Conservation

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

TO:	Gil Piaquadio, Supervisor Town Board Members
FROM:	Jim Presutti, Commissioner
DATE:	January 26, 2022
RE:	2022 O.C. USSSA Umpires Service Agreement

Please find attached the 2022 Service Agreement for the Orange County USSSA Umpires Association for your approval.

The rate for the 2022 season has remained the same Two officials at \$32 each per game for slow pitch games.

Thank you, M Jim Presutti

SERVICE AGREEMENT

ORANGE COUNTY USSSA UMPIRES ASSOCIATION

The following agreement is between the ORANGE COUNTY USSSA UMPIRES ASSOCIATION and the <u>Town of Newburgh Recreation Department</u>

This working agreement is for providing 2 officials to officiate softball games for the <u>2022</u> season at the rate of #32.00 per game. per Umpire

GAMES - League schedules and additional league rules shall be provided to the association two (2) weeks prior to the start of the season.

PAYMENT - All teams shall be registered with the UNITED STATES SPECIALTY SPORTS ASSOCIATION for the season. (\$25 per team) Payments for scheduled games must be made monthly in advance or acceptable method. ONLY league checks or money orders will be accepted for payment. Checks are to be made payable to the O. C. USSSA. The final season payment with any financial adjustments for games not played, shall be paid withih one (1) week of the final games played.

OFFICIALS - Officials will be certified by the assigning association and will perform as independent contractors.

CANCELLED/RESCHEDULED GAMES - A phone number of a league official who is responsible for the cancellation of games due to weather related conditions shall be provided. This number must be activated with information pertaining to the cancellation one (1) hour prior to schedled game times.

If umpires are not notified of cancellation and show up at game site they shall recieve full payment. If the games are started and then weather/playing conditions cause suspension of the game, the umpires will recieve full payment. If an umpire works alone he shall be compensated by payment of 150 0/0 of fee. RESCHEDULED GAMES must be coordinated with the officials association assigner.

TERMINATION - This agreement may be terminated by mutual consent of the league and the officials association. This only applies to future game assignments; it would not apply to payment due officials for games previously worked.

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UMPIRES OFFICIAL	Pat C	<u> </u>	
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