



Rider Weiner & Frankel P.C.

MEMORANDUM

F: 845.562.9126 655 Little Britain Road New Windsor, NY 12553

P: 845.562.9100

P.O. Box 2280 Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III John K. McGuirk (1942-2018)

OF COUNSEL

Craig F. Simon Irene V. Villacci HON. GILBERT J. PIAQUADIO, SUPERVISOR TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PROPOSED LOCAL LAW AMENDING CHAPTER 104 ENTITLED SCHEDULE OF FEES OF THE CODE OF THE TOWN OF NEWBURGH MUNICIPAL CODE: WATER BACKFLOW PREVENTER APPLICATION FEE OUR FILE NO. 800.1(B)()(2023)

DATE: APRIL 5, 2023

Enclosed please find for the Town Board's consideration following the close of the public hearing scheduled for April 10, 2023 is a Resolution of Adoption for the above referenced proposed Local Law

Should you have any questions or concerns in this regard, please feel free to contact me.

MCT/sel

Enc.

TO:

Town Clerk Lisa M. Ayers (via e-mail) Receiver of Taxes Joseph P. Pedi (via e-mail) Town Engineer James Osborne (via e-mail) Pat Hines, Principal, McGoey, Hauser & Edsal (via e-mail) Town Accountant Ronald Clum (via e-mail) Steve Grogan, Water Department (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of April, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Councilman Elizabeth J. Greene. Councilwoman Paul I. Ruggiero, Councilman Scott M. Manley, Councilman Anthony R. LoBiondo, Councilman

RESOLUTION OF ADOPTION OF LOCAL LAW NO. _OF 2023 AMENDING CHAPTER 104 ENTITLED 'SCHEDULE OF FEES' OF THE TOWN OF NEWBURGH MUNICIPAL CODE: WATER BACKFLOW PREVENTER APPLICATION FEE

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

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the13th day of March, 2023 ordering a public hearing to be held on the 10th day of April, 2024 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on Introductory Local Law No. 4 of the Year 2023 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water Backflow Preventer Application Fee"; and

WHEREAS, a notice of Public Hearing was duly advertised on the __th day of March, 2023 in The Mid-Hudson Times and posted on the Town Clerk's sign board together with a copy of the Local Law on the __th day of March, 2023; and

WHEREAS, the Public Hearing was duly held on the 10th day of April, 2023 at 7:00 o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed local Law or any part thereof; and

WHEREAS, due to the introduction or adoption of intervening local laws or the Town Board's determination not to act upon introductory local laws and/or to act upon local laws introduced in prior years, upon adoption and filing with the Secretary of State said Local Law will be designated as Local Law No. _____ of 2023; and

WHEREAS, the adoption of said Local Law revising the Schedule of Fees of the Town of Newburgh constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

a.

- The Town Board of the Town of Newburgh hereby adopts said Local Law No. ____ of 2023 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water Backflow Preventer Application Fee ".
- 2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

Elizabeth J. Greene, Councilwoman	voting
Paul I. Ruggiero. Councilman	voting
Scott M. Manley, Councilman	_voting
Anthony R. LoBiondo, Councilman	voting
Gilbert J. Piaquadio, Supervisor	voting

The resolution was thereupon declared duly adopted.

TOWN OF NEWBURGH

INTRODUCTORY LOCAL LAW NO. _ OF THE YEAR 2022 AMENDING CHAPTER 104 ENTITLED "SCHEDULE OF FEES" OF THE CODE OF THE TOWN OF NEWBURGH: WATER BACKFLOW PREVENTER APPLICATION FEE

BE IT ENACTED by the Town Board of the Town of Newburgh, County of Orange as

follows:

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SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fee' of the Code of the Town of Newburgh: Water Backflow Preventer Application Fee".

SECTION 2 - AMENDMENTS TO CHAPTER 104

Subsection 104-3(B)(5) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(5) Backflow preventer application fee: \$100- 250 per device."

SECTION 3 - UNCONSTITUTIONALITY OR ILLEGALITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on the date it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

TOWN OF NEWBURGH

AUDIT # 7

DATE: April 10,2023

TOTAL OF ALL PAYMENTS: \$ 330,392.13

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 330,392.13 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

APR 1 0 2023

Dated : _____

Town Clerk Office

Town Board:



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (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: 3/31/23

I am requesting authorization to use the T-94 account to pay for Vet service: N, γ , H,

*Totaling: \$ 697.94

Canine: \$ 267.80

Feline: \$ 430.14

Other: \$

	TOWN OF NEWBURGH					
	1496 Route 300		DO NOT WRITE IN THIS BOX			
	Newburgh, New York 12550	F	PO NOT WHATE IN THIS BOX	an a	 	
	(845) 564-4552	Contraction of the second seco	FUND - APPROPRIATION	AMOUNT		
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NAME	1716 Route 300			<u></u>	4	
AND	Newburgh, NY 12550		Total		4	
ADDRESS	(845)564-2660	Abstract #				
TERMS		Invoice #				,
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Dates	Quantity Description o	f Materials or Se	rvices	Unit Price	Amount	
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2/27/23	38 · · · · · · · · · · · · · · · · · · ·				18.00	-
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	DEPARTMENT APPROVAL				d shrive	
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Newburgh Veterinary Hospital

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					Printe Date: Accou Invoic	02-27-2 unt: 19984	34	
Date	For	Qty	Description		Price	Discount	Net Price	
02-27-23	#12-23 Galaxy	1	CANINE RABIES / 3	YEAR	54.00	36.00	18.00 **	
<u></u>			Total charg	es, this invoid	ce		18.00	

**Total discount included: 36.00

Your invoice total reflects our 13Stray Cat Accounts discount.

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

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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					Printe Date: Accou Invoic	03-07- unt: 19984		
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FOR:	645 C Newb	"Your pet is p of Newburgh - ca Bidney Ave burgh, NY 12550 561-3344		our family too." Visit u	s at www.n	ewburghvet Printe Date: Accou Invoic	d: 03-31- 03-22- unt: 19984	
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41111221299999999999999999999999				Total charg	es, this inv	oice		18.00

**Total discount included: 36.00

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders for	Last done	
09/23	Neuter your pet at 5-6 months FECAL EXAM	
09/23 09/23	Canine Kennel Cough Vacc -1 ye	
03/26	CANINE RABIES / 3 YEAR	03-22-23

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FOR:	645 G Newb	of Newburgh - ca iidney Ave urgh, NY 12550 561-3344	nine			Printed: Date: Account Invoice:	03-23-2 19984	3 at 9:54a 3
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03-23-2				-Hydromorphonelnjed				0.00
03-23-2			0.50	Rimadyl Inject / ml (ir	n hosp)	39.70	39.70	0.00 **
03-23-2			0.15	-TelazolInject Contro	Log / ml			0.00
03-23-2				PEDICURE	5	18.00	18.00	0.00 **
03-23-2			1	Elizabethan Collar		22.00	2.50	19.50 **
03-23-2				Lyme,HW,Ehrlichia,A			72.00	29.00 **
03-23-2	23		1	Canine Respiratory	Complex- Bord	54.00	38.75	15.25 **
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00-20-	20	Your pet has been protection again Leptosiprosis	en vaco	cinated with Pfizer's ne emper,Adenovirus, Pai	w 5 in 1 DA2P	PI , the be nfluenza,ar	st available nd	9
00.00	00		10	Amoxicillin 100mg ta	h #340940	23.45	19.68	3.77 **
03-23-				Vetprofen Tablets 2		21.05	18.77	2.28 **
03-23-	-23							
					ges, this invoice count included:			213.80
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	TOWN OF NEWBURGH 1496 Route 300 Newburgh, New York 12550	DO NOT WRITE IN THIS E	30X	1 1
	(845) 564-4552	Date Voucher Received FUND - APPROPRIATION	AMOUNT	4
DEPARTMENT	Animal Control			
CLAIMANT'S NAME AND	All Creatures Veterinary Care, PLLC DBA: Newburgh Veterinary Hospital 1716 Route 300 Newburgh, NY 12550			VOUCHER NO.
ADDRESS	(845)564-2660	Tota	31	-
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3/14/23	644107			146.61
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Newburgh Veterinary Hospital

1716 Route 300 Newburgh, NY 12550 845 564-2660

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FOR: Town of Newburgh - Feline 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344		line		Printe Date: Accou Invoic	03-07- unt: 4417		
Date		For	Qty	Description	Price	Discount	Net Price
03-05-2	23	Mama Squeaks	100	Gabapentin 100mg individual caps	29.55	26.69	2.86 **
				Total charges, this invoice **Total discount included:			2.86

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders for	or: Mama Squeaks (Weight: 8.5 lbs - 6y)	Last done
05/17	Rhinotracheitis/Pan/leuk/Calic	
08/23	FECAL EXAM	
02/24	Rabies/Purevax Feline 1yr	02-13-23

Mama Squeaks's weight history (in lbs)

02-13-23 8.50

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FOR: Town of Newburgh - Feline 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344		eline			Printe Date: Accou Invoic	03-14- unt: 4417	
Date	For	Qty	Description		Price	Discount	Net Price
03-13-23	3 Foxy 3c-23	1	BOARD/FELINE	Single Occupanc	30.00	15.00	15.00 **
				narges, this invoice I discount included:		· · · · · · · · · · · · · · · · · · ·	15.00

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ļ	FOR: Town of Newburgh - Feline 645 Gidney Ave. Newburgh, NY 12550 (845) 561-3344			Date:	03-14- unt: 4417	
Date	For	Qty	Description	Price	Discount	Net Price
03-14-23	B Eggroll 4c-23	1	Consult exam litter (Mom +4 Kitten	112.00	37.00	75.00 **
			Total charges, this invoice **Total discount included: 3		₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩	75.00

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64: Ne	wn of Newburgh - 5 Gidney Ave. wburgh, NY 1255 (5) 561-3344			Printec Date: Accou Invoice	03-14-2 nt: 4417	
Date	For	Qty	Description	Price	Discount	Net Price
03-14-23	the risk of brea active for a co	een spay ast tumors uple of da	OHE FELINE ed. This eliminates the risk of uterine when she gets older. Expect her to ys. Restrict excercise for the next tw s been spayed. Please keep this wit	be quiet a o weeks.	and not as This receip	
03-14-23 03-14-23 03-14-23 03-14-23 03-14-23 03-14-23 03-14-23 03-14-23 03-14-23	available.PURI	1 1 0.10 0.50 1 0.10 1 t receivec EVAX Rat	-Isoflurane Gas Anesthesia PulseOximeterMonitoring w/Anes -CapnographMonitoring w/Anesthe Recovery in Heated Cage BuprenorphineSR Inject/ml in hosp Penicillin G Inject / ml (in hosp) Oral, Topical medication administr -TelazolInject Control Log / ml Feline Rabies/ Purevax 1yr I the most advanced rabies protection pies vaccine gives your cat protection use of potentially harmful adjuvants	n that is n	39.95 30.44 10.00 34.75 oure, safe	0.00 0.00 0.00 0.00 ** 0.00 ** 0.00 ** 0.00 **
03-14-23	Your pet has be calicivirus. Occ	1 een immu asionally	FELINE RHINO/PANLEUK/CALICI nized against feline distemper, rhino listlessness, lethargy, or lack of appe cial swelling occurs, please call us fo	43.00 tracheitis	27.75 , and occur. If	15.25 **
03-14-23 03-14-23 03-14-23 03-14-23		1 10	PEDICURE Elizabethan Collar Amoxicillin 50mg tab #340264 DIAGNOSIS: Pregnancy	18.00 22.00 21.85	18.00 2.50 19.24	0.00 ** 19.50 ** 2.61 ** 0.00
			Total charges, this invoice. **Total discount included: 4	 46.63		146.61

Your invoice total reflects our 13Stray Cat Accounts discount.

Newburgh Veterinary Hospital

1716 Route 300 Newburgh, NY 12550 845 564-2660

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FOR:	645 New	n of Newburgh - Fe Gidney Ave. burgh, NY 12550) 561-3344	line		Printe Date: Accor Invoid	03-22- unt: 4417	
Date		For	Qty	Description	Price	Discount	Net Price
03-21-2	23	Mama Squeaks	100	Gabapentin 100mg individual caps	29.55	26.69	2.86 **
				Total charges, this invoice **Total discount included:			2.86

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders for	or: Mama Squeaks (Weight: 8.5 lbs - 6y)	Last done
05/17 08/23 02/24	Rhinotracheitis/Pan/leuk/Calic FECAL EXAM Rabies/Purevax Feline 1yr	02-13-23
	Sector States Shirld Typ	02-13-23

Mama Squeaks's weight history (in lbs)

02-13-23 8.50

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FOR:	645 G Newb	of Newburgh - Feli Jidney Ave. urgh, NY 12550 561-3344	ine		Printe Date: Accou Invoic	03-24-2 Int: 4417	
Date		For	Qty	Description	Price	Discount	Net Price
03-20-2	23	12c23	1	Body Care Feline/Exotic	174.00	95.00	79.00 **
03-24-2	23	the risk of breast to active for a couple	n spay umor of da	OHE FELINE yed. This eliminates the risk of utering s when she gets older. Expect her to ays. Restrict excercise for the next tw as been spayed. Please keep this wit	be quiet o weeks.	and not as . This receip	
03-24-2			1	-Isoflurane Gas Anesthesia			0.00
03-24-2			1	PulseOximeterMonitoring w/Anes			0.00
03-24-2			1	-CapnographMonitoring w/Anesthe			0.00
03-24-2			1	Recovery in Heated Cage			0.00
03-24-2			0.15		44.92	44.92	0.00 **
03-24-2				Penicillin G Inject / ml (in hosp)	30.26	30.26	0.00 **
03-24-2			0.26	Onsior Inject/ ml (hosp)	34.62	34.62	0.00 **
03-24-2				-TelazolInject Control Log / ml			0.00
03-24-2	-		1	PEDICURE	18.00	18.00	0.00 **
03-24-2			1	Elizabethan Collar	22.00	2.50	19.50 **
03-24-2	23		5	Amoxicillin 50mg tab #341020	19.70	18.39	1.31 **
				Total charges, this invoice			187 81

Total charges, this invoice...

**Total discount included: 507.69

187.81

Your invoice total reflects our 13Stray Cat Accounts discount.

Reminders f	or: Ember 61k-22 (Weight: 5.6 lbs - 6m)	Last done
05/23	FECAL EXAM	11-30-22
01/24	Feline Rhino/Panleuk/Calici I/	
01/24	Rabies/Purevax Feline 1yr	01-13-23

Doctor's Instructions





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TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (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: 3.27.23

I am requesting authorization to use the T-94 account to pay for Vet service: $F_{i}A_{i}H_{i}$

*Totaling: \$ 130.40 Canine: \$ 130.40

Feline: \$

Other: \$

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	TOWN OF NEWBURGH			
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VCA Flannery Animal Hospital PC 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Flannery Animal Hospital | Date: 3/21/2023 at 07:39 | Invoice: 5356625472 | Cashier: Jean T

100000000000000000000000000000000000000	Client	Patient
-	Town Of Newburgh 2023- Animal Control	2023-03-17 Black And Tan Boston Terrier Mix
	(#69533)	(#152968)
		Species: Canine (Terrier, Boston)
	645 Gidney Ave	Sex: Male Color: Black
	Newburgh, NY 12550	Birth: Age: Weight: 16.3 lb
	U ,	

Date	Description	Qty	Price	Tax	Total Price
3/17/2023	Half Day Boarding	1.00	\$41.00	\$0.00	\$41.00
3/18/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70
3/19/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70
3/20/2023	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal:

\$130.40

A Message from VCA

myVCA app is your tailor-made guide to raising a healthy and happy pet.

Invoice Summary

		T	
Patient Name	Total Price	Total Tax	Total Due
2023-03-17 Black And Tan Boston	\$130.40	\$0.00	\$130.40
Terrier Mix			

Prev Balance:	-
Total Due:	\$130.40
Amount Paid:	
Amount Due:	

For information on how we collect and use information about you and your pet, and how you may opt-out of some uses, please see our Privacy Policy at vcahospitals.com/privacy-policy.

Thank you for trusting us with your pet's care. Your friends at VCA Flannery Animal Hospital PC.

#M Usa

Crosprads of the Northeast

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio Town Board

From: Charlene M Black, Personnel

Date: March 28, 2023

Re: Part-Time Animal Control Officer

Attached is the recommendation, Employment request form from Chief Campbell, to hire Jason Kozak as a Part-time Animal Control Officer. Upon approval from the Town Board, Mr. Kozak will need to complete his paperwork, physical and fingerprints. His tentative start date will be April 24, 2023 and with a starting salary of \$17.31 per hour.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell Chief of Police Phone: (845) 564-1100 Fax: (845) 564-1870

March 28, 2023

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Part-Time Animal Control Officer

I am requesting the Newburgh Town Board hire Jason Kosak to fill a vacant Part-Time Animal Control Officer position. The position has a starting salary of \$17.31 per hour and the hours are not to exceed an average of 20 hours per week or 1040 hours in one calendar year. I am requesting a start date on or after April 24th 2023 pending fingerprinting and physical. Fund appropriation number 001-3510-0100.

Respectfully submitted,

Donald B. Campbell Chief of Police

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

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NAME OF CANDIDATE: JASON KOSA K
DEPARTMENT: Police
TITLE OF POSITION: An, mal Control officer
FULL TIME OR PART TIME: Part +: me
HOURLY RATE:
IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO
FUND APPROPRIATION NUMBER: 001-3510-0100
PROPOSED HIRE DATE: 4/24/23 NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMLETTION OF ALL REQUIRED PAPERWORK.
Sel pro
DEPARTMENT HEAD SIGNATURE
3/28/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

Ler #10A



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 Members

From: Charlene M. Black, Personnel Director (

Date: March 28, 2023

Re: Part-time Chauffeur

Mr. Presutti has requested approval to hire Darrayle Williams as a part-time

Chauffeur. Mr. Williams had to decline the position back in October due to an illness.

The applicant's hiring is contingent on your approval and the completion of

his fingerprints, paperwork, drug/alcohol screening, and physical. Start date of on or

after April 17, 2023 is anticipated. Thank you in advance.

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
CC:	Charlene Black, Personnel
FROM:	Jim Presutti, Commissioner
DATE:	March 27, 2023
RE:	Request to Hire P/T Chauffeur

At this time we are requesting your approval to hire Darrayle Williams as a Part Time Chauffeur to fill the current opening in the Recreation Department. Mr. Williams will be hired at the rate of \$20.00/hour.

This position is currently funded in the 2023 Recreation Department Budget. The start date for this position will be on or after April 17th.

Thank you for your consideration.

Regards, Jim Presutti

Commissioner

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: DARRAYLE WILLIAMS
NAME OF CANDIDATE:
DEPARTMENT: RECREATION.
TITLE OF POSITION:
FULL TIME OR PART TIME:
まわの のの
HOURLY RATE:
IS POSITION FUNDED IN CURRENT BUDGET:YES OR NO
FUND APPROPRIATION NUMBER: A 5630. 5100
PROPOSED HIRE DATE: ON OR AFTER 4/19/123
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.
And
DEPARTMENT HEAD SIGNATURE
3/23/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT 5-22-2017



MEMORANDUM

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

P: 845.562.9100 F: 845.562.9126

655 Little Britain Road New Windsor, NY 12553

P.O. Box 2280 Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL Stephen P. Duggan, III John K. McGuirk (1942-2018)

OF COUNSEL Craig F. Simon Irene V. Villacci

Worl

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RESOLUTION OF TOWN BOARD AUTHORIZING AMENDEMNT AND EXTENSION AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE CSE SENIOR TRANSPORTATION SERVICES OUR FILE NO. 800.1(B)()(2011); 800.1(B)()(2023)

DATE: APRIL 4, 2023

Enclosed please find the following resolution pertaining to an Agreement with Orange County for reimbursement of senior transportation expenses:

RESOLUTION OF TOWN BOARD AUTHORIZING AMENDMENT AND EXTENSION AGREEMENT WITH THE COUNTY OF ORANGE TO PROVIDE CSE SENIOR TRANSPORTATION SERVICES

A Copy of the Amendment and Extension Agreement to the Agreement for Vendor Services with Orange County are also enclosed. This second extension is for a one year period. The County's maximum reimbursement for the one year extension period will be in a total amount not to exceed \$24,120.00, which is the same as for the past year.

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

MCT/sel

Enc. cc:

RE:

Town Clerk Lisa M. Vance Ayers (via e-mail) James Presutti, Commissioner of Parks, Recreation and Conservation (via e-mail) Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the __th day of April, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilwoman

RESOLUTION OF TOWN BOARD AUTHORIZING AMENDMENT AND EXTENSION OF AGREEMENT TO PROVIDE CSE SENIOR TRANSPORTATION SERVICES RFP-OFA04-21

Councilman/woman presented the following resolution which was

seconded by Councilman/woman

WHEREAS, the Town of Newburgh has submitted and the County of Orange has accepted a proposal to provide senior transportation services; and

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

WHEREAS, the County of Orange has forwarded an Amendment and Extension Agreement effective as of April 1, 2023 to the Agreement between the County and Town, previously amended by that certain Amendment and Extension Agreement effective as of April 1, 2022 ("Amendment #1"), the term of which, as extended by Amendment #1, expired on March 31, 2023, pursuant to which the Town will provide services for an additional period of one (1) year commencing as of April 1, 2023 and ending March 31, 2024; and

WHEREAS, it is required by the County of Orange that the Town Board approve the Amendment and Extension Agreement to the Agreement for Vendor Services effective as of April 1, 2023 as agreed upon with the Orange County Office for the Aging, its form and manner of execution.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Amendment and Extension Agreement effective as of April 1, 2023 ("Amendment #2") to the Agreement for Vendor Services with the County of Orange, as previously amended by Amendment #1,, to provide senior transportation services to residents aged 60 and over as to its form and manner of execution and authorizes the Supervisor to sign and deliver the Amendment and Extension Agreement and/or ratifies his signature thereon. The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Elizabeth J. Greene, Councilwoman	voting	t
Paul I. Ruggiero, Councilman	voting	
Scott M. Manley, Councilman	voting	
Anthony R. LoBiondo, Councilman	voting	
Gilbert J. Piaquadio, Supervisor	voting	

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The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on April ___, 2023 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

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Lisa M. Vance Ayers, Town Clerk Town of Newburgh

AMENDMENT AND EXTENSION AGREEMENT

This Amendment and Extension Agreement ("<u>Amendment #2</u>"), effective as of April 1, 2023 ("<u>Effective Date</u>") and as set forth herein, extends that certain Agreement for Vendor Services effective July 1, 2021 ("<u>Agreement</u>"), by and between the **County of Orange**, a municipal corporation and one of the Counties of the State of New York, with offices at 255-275 Main Street, Goshen, New York 10924 ("<u>County</u>"), and the **Town of Newburgh** a municipal corporation with principal offices at 311 Route 300, Newburgh, NY 12550, ("<u>Vendor</u>"), as previously amended by that certain Amendment and Extension Agreement effective as of April 1, 2022 ("Amendment #1"). County and Vendor may be referred to herein individually as a "<u>Party</u>" or collectively as the "<u>Parties</u>."

RECITALS

WHEREAS, County, through its Office for the Aging ("OFA") issued a request on May 12, 2021 seeking proposals for CSE Transportation Services ("<u>RFP-OFA04-21</u>");

WHEREAS, Vendor submitted a proposal dated June 3, 2021 in response to RFP-OFA04-21 ("Vendor's Proposal"), which was reviewed and selected by OFA;

WHEREAS, the Parties entered into the Agreement pursuant to which Vendor agreed to provide the CSE Senior Transportation Services identified in RFP-OFA04-21 and Vendor's Proposal ("Services");

WHEREAS, the term of the Agreement was for one (9) months, commencing July 1, 2021 and ending on March 31, 2022 ("<u>Initial Term</u>") with a not to exceed cost of \$16,965 set forth in Article 3 of the Agreement;

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

WHEREAS, by Amendment # 1, the parties agreed to extend the Agreement for an additional period of one (1) year, commencing on April 1, 2022 and ending on March 31, 2023 at no-to-exceed cost of \$24,120 ("Renewal Term #1");

WHEREAS, the Parties now desire to further amend the Agreement, as modified by Amendment #1, upon the terms and conditions set forth below.

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

1. The foregoing recitals are true and correct and are hereby incorporated into this Amendment #2 as if set forth at length herein.

2. The Agreement is hereby extended for an additional one (1)-year period, commencing on April 1, 2023 and ending on March 31, 2024 ("<u>Renewal Term #2</u>").

3. Pursuant to Paragraph 2 hereof, Article 2 of the Agreement entitled "Term of Agreement" is hereby amended to reflect the end date of Renewal Term #2, which is March 31, 2024.

4. The not to exceed cost for Renewal Term #2, to be paid by the County to the Vendor for the Services, is \$24,120.00.

5. Pursuant to Paragraph 4 above, the not to exceed cost set forth in Article 3 of the Agreement, is hereby amended to an aggregate sum of \$65,205.00.

6. During the Renewal Term #2, the Vendor shall provide the Units of Service specified in Schedule B-1 to the Agreement, as the same Cost of Units and Total Cost of Services as set forth in Schedule B-1.

7. <u>Sexual Harassment Certification by Vendor</u>. Pursuant to the New York State Finance Law §139-1, by execution of this Amendment #2, Vendor and the individual signing this Amendment #2 on behalf of the Vendor certifies, under penalty of perjury, that Vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

https://www.ny.gov/programs/combating-sexual-harassment-workplace.

The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at:

https://www.orangecountygov.com/1137/Human-Resources

8. Except as modified by this Amendment #2, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment #2, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment #1 and the Agreement, the terms and conditions of this Amendment #2 shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment #2 to be executed by their duly authorized officers as of the date last written below, to be effective as of the Effective Date.

County of Orange

Town of Newburgh

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

DATE:

By:	
Name:	Gil Piaquadio
Title:	Supervisor

DATE: _____

SCHEDULE B-1

FEES AND EXPENSES

UNITS OF SERVICE	UNIT COST	COST OF SERVICE
2680 units of Transportation	\$12.00 (per one way trip per person)	\$32,160.00

The COUNTY and VENDOR agree that the sources utilized to fund the Total Cost of Service of \$32,160.00 shall be as follows:

(a) Area Agency Funds – For the satisfactory provision of the SERVICES, the COUNTY will reimburse VENDOR in a total amount not to exceed \$24,120.00.

(b) Anticipated Income – Voluntary contributions in amount of \$2,000.00 anticipated to be received during the term of this Agreement from those individuals who receive the SERVICES from VENDOR pursuant to this Agreement, which shall be retained by VENDOR and used to expand the SERVICES; and

(c) Subcontractor Funds – VENDOR shall contribute the sum of \$6,040.00 to the cost of the SERVICES after application of those voluntary contributions received from those individuals who receive the SERVICES.

<u>Please Note</u> - Vendor acknowledges and understands that the risk that the voluntary contributions actually received may be less than the \$2,000.00 projected on Schedule B-1 to the Agreement shall be borne by Vendor.

Rider Weiner & Frankelpc

MEMORANDUM

- TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR TOWN BOARD MEMBERS
- FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN
- RE: STEWART AIRPORT AIR NATIONAL GUARD BASE WATER DISTRICT; 2023 WATER RATES OUR FILE NOS. 800.1(B)()(2023)
- DATE: MARCH 29, 2023

Enclosed please find the following draft resolution for the Town Board's consideration.

Resolution Establishing the Water Rates of the Stewart ANG Base Water District Effective January 1, 2023

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

MCT:kac

Enclosure

 cc: Lisa M. Vance Ayers, Town Clerk (via e-mail) Ronald Clum, Town Accountant (via e-mail) James Osborne, Town Engineer (via e-mail) Patrick Hines, Engineers' Representative (via e-mail) Joseph P. Pedi, Receiver of Taxes (via e-mail)

TOWN OF NEWBURGH TOWN ENGINEER

MEMORANDUM

TO:	Joseph Pedi, Receiver of Taxes Mark Taylor, Town Attorney	
FROM:	J. Osborne, Town Engineer Secto	
DATE:	28 March 2023	
RE:	W/Air National Guard – 2023 Water Usage Rate	

The 2023 water usage rate for the Air National Guard District is calculated to be \$15.47 per thousand gallons.*

Mark, please prepare the necessary resolution for the next Town Board Meeting.

*2023 Water District Budget/2022 Metered Water Consumption = \$9,109,945/588,930 (1000 gal) = \$15.47/1000 gals.

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

JWO/dd

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the __th day of April, 2023 at 7:00 P.M., Prevailing Time.

RESOLUTION ESTABLISHING THE

WATER RATES OF THE STEWART ANG BASE

EFFECTIVE JANUARY 1, 2023

WATER DISTRICT

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

Councilman/woman presented the following resolution which was seconded

by Councilman/woman

WHEREAS, the Town Board desires to establish the water rates for the Stewart ANG Base Water District effective January 1, 2023 pursuant to Town Law Section 198.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board of the Town of Newburgh does hereby establish the water rate to be charged to the consumer(s) of the Stewart ANG Base Water District of the Town at a usage charge in dollars per 1,000 gallons (\$/1000 gal) of water consumed as set forth hereinafter beginning January 1, 2023 and orders that such water rate be entered in full in the minutes of the proceedings of this Town Board as follows:

(\$/ 1000 gallons) \$15.47

and;

BE IT FURTHER RESOLVED, that unpaid water charges to the consumer(s) of the Stewart ANG Base Water District in arrears for thirty days of longer shall be subject to a penalty of ten percent of the amount due.

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

Elizabeth J. Greene, Councilwoman	voting
Paul I. Ruggiero, Councilman	voting
Scott M. Manley, Councilman	voting
Anthony R. LoBiondo, Councilman	voting
Gilbert J. Piaquadio, Supervisor	voting

The resolution was thereupon declared duly adopted.

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.

12 Raymond Avenue, Poughkeepsie, New York 12603 845.454.4400 www.ctmale.com



March 29, 2023

Scott Manley, Deputy Supervisor Town of Newburgh 1496 Route 300 Newburgh, NY 12550 VIA EMAIL: councilmanmanley@townofnewburgh.org

Re: **PROPOSAL -** *Preparation of a Water Quality Improvement Program (WQIP) Grant Application to extend municipal sewer mains to the West Side of Orange Lake*

Dear Scott and Town Board Members:

Based on the Engineering Report we have prepared using an Environmental Planning Grant awarded to the Town of Newburgh and our call last week with residents of the Orange Lake Homeowners Association (OLHA), we understand the Town is interested in pursuing a Water Quality Improvement Program (WQIP) Grant to support the extension of sewer collection mains to the West Side of Orange Lake.

The NYSDEC administers the WQIP as part of the Consolidated Funding Application process. One of the priority project categories in past funding rounds is the construction of sewer services to replace on-site residential septic systems that are causing impacts to important water bodies. We know Orange Lake is listed on the State's Priority Waterbodies List, and the Town and Orange Lake homeowners have supported extensive testing and research about Orange Lake water quality and impacts from nearby septic systems.

The WQIP can fund between 40% and 75% of the construction costs for several types of priority wastewater improvement projects, including replacement of inadequate septic systems. I would prepare the 2023 WQIP application for a lump sum of **\$4,600**, including all narratives, budget forms, certifications, and any formatting changes needed for the Engineering Report C.T. Male has already developed. We would invoice the Town only after submission of the WQIP Application, presumably at the end of July.

I have included a Short Form Contract for preparation of the 2023 WQIP Application. Please contact me if there are any other questions about funding strategy or the WQIP Application process. Thank you for your consideration.

C.T. MALE ASSOCIATES

Montda

Jim Thatcher Manager, Community Development <u>j.thatcher@ctmale.com</u> / (518) 390-0944 CELL

CONTRACT AGREEMENT

Project No.: 23.xxxx

Agreement made this ____ day of April 2023, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTÜRE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and TOWN OF NEWBURGH (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows: (Define Scope of Services and Schedule of Performance)

Prepare and submit a funding application under the Water Quality Improvement Program (WQIP) administered by the NYS Department of Environmental Conservation (DEC) to design and construct municipal sewer services to replace on-site septic systems on the west side of Orange Lake within the Town of Newburgh, as also described in the attached Letter Proposal dated March 29, 2023. Services include coordination and submission of all application questionnaires, narratives, forms, and attachments prior to the submission deadline through the State's Consolidated Funding Application process.

B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:

Lump Sum of \$4,600, including any direct reimbursable expenses related to the WQIP Application and payable after the WQIP submission deadline established by the NYSDEC for the 2023 funding cycle.

C. CLIENT shall furnish the following:

Not applicable.

C.T. MALE ASSOCIATES

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall being included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

TOWN OF NEWBURGH

1496 Route 300 Newburgh, NY 12550 Phone: (845) 564-4552 AGREED TO:

Βv

C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C. 50 Century Hill Drive Latham, NY 12110 Phone: (518) 786-7400 Fax: (518) 786-7299

By:

(Authorized Signature/Date)

Jim Thatcher

Title: Manager, Community Development

March 29, 2023

Title:

C.T. MALE ASSOCIATES

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. EXTRA WORK: Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.

2. OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES: All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use

such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.
3. LIMITATIONS OF PROBABLE COST ESTIMATES: Any estimate of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. APPROVAL OF WORK: The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. DELAY: Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. TERMINATION: Either party to this Agreement may terminate upon mutual agreement, in writing to the other party. Further, this Agreement may be terminated without cause upon thirty (30) days written notice to the other party that the cancelling party no longer desires to be in this Agreement. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any remedy on any future occasion.

7. INDEMNIFICATION: CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.

LITIGATION: Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.
 REPLACEMENT OF SURVEY STAKES: C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction

9. REPLACEMENT OF SURVEY STAKES: C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction takes place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.

10. MAPPING: Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". &T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.

11. OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY: The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.

12. RESTRICTIONS ON USE OF REPORTS: It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

13. RISK ALLOCATION: The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$50,000.00, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.

14. CLIENT RESPONSIBILITIES: Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment. Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES'

subcontractors. Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing

Services and/or to successfully carry out the project. Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

5. CONTROLLING LAWS: This Agreement is to be governed by the laws of the State of New York.

16. INSURANCE: C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this Agreement, at C.T. MALE ASSOCIATES' own cost, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

17. SUCCESSORS AND ASSIGNS: Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

18. MEDIATION: CLIENT and C.T. MALE ASSOCIATES agree to make every effort to resolve all claims, disputes or controversies a rising out of, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation

C.T. MALE ASSOCIATES

in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure. **19. EQUAL EMPLOYMENT OPPORTUNITY:** C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color,

19. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with subcontractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

20. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

Equal Employment Opportunity: C.T. MALE ASSOCIATES shall comply with the applicable provisions of Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).

Books and Records: C.T. MALE ASSOCIATES shall maintain accurate records for all work performed under this Agreement. The Town of Newburgh, New York State and any of their authorized representatives, shall have access to those records for the purpose of making audit, examination, excerpts, and transcriptions. Said examination of records shall take place in the Latham office of C.T. MALE ASSOCIATES. C.T. MALE ASSOCIATES shall maintain all required records for three years after final payment is received and all other pending matters are closed.

Grant Documents: All materials and documents created for this project shall become the property of the Town of Newburgh and can be used by the Town throughout the term of the grant and after the grant is over or in the event of any termination of the grant, provided that the Town will use said documents and materials solely for this grant that is the subject of this Agreement. Upon any termination or at the end of the grant, the Town shall have the exclusive right to request copies of all documents from C.T. MALE ASSOCIATES and shall have use over any and all documents created for the grant or used during the grant, again, provided that the Town will use said documents and materials solely for this grant that is the subject of this Agreement. No such materials created for the use of this grant on behalf of the Town of Newburgh shall be considered proprietary material.

TOWN OF NEWBURGH TOWN ENGINEER

MEMORANDUM

TO: G. Piaquaido, Supervisor & Town Board

FROM:

J. Osborne, Town Engineer 🛛 🗸

DATE: 30 March 2023

RE: Water Treatment Plant – SCADA Maintenance Services

Attached for Town Board review and approval is Task Order No. 6 for continuing SCADA maintenance services for the Chadwick Lake Filter Plant and the Delaware Aqueduct Water Treatment Plant.

Work completed under the previous authorization included:

- Installation of new 4G modem at the Frozen Ridge Water Storage Tank and the Owens Road Pumping Station and VPN set-up.
- Troubleshooting communications between DATWTP and Frozen Ridge Road WST.
- Troubleshooting DAT SCADA redundancy.

A complete breakdown of these efforts is included in GHD's letter dated 06 March 2023 (attached).

As this requires Town Board approval, I request it be put on the next available schedule.

Cc: D. Bertola, CAMO P. Hines, MHE

JWO/dd

EXHIBIT A TASK ORDER NO. 6

Task Order

In accordance with the Standard Form of Agreement Between the Town of Newburgh, NY (Owner) and GHD for services on a Task Order Basis, dated December 1, 2017 ("Agreement"), Owner and GHD agree as follows:

1. Specific Project Data

A. Title: SCADA Maintenance Services

Description: <u>SCADA System Maintenance Services for the Delaware Aqueduct Tap (DAT) and</u> Chadwick Water Filtration Plants

2. Services of GHD

A-1

A. GHD shall provide additional on-call assistance to the Owner to provide periodic updates, improvements, modifications and consultation for the SCADA and PLC facilities associated with the DAT and Chadwick Water Filtration Plants.

The majority of the anticipated work will be HMI and PLC programming; however, other requested services may include:

- Troubleshooting of instrumentation and controls.
- Recommendations on process control improvements.
- Collaboration with the Owner on future and existing network, software, and process control improvements.
- Development of record documentation.
- Development of standard operating procedures (SOPs).
- SCADA compliance and operations report improvements.
- Evaluation, recommendation, and demonstration of additional software programs designed to complement the water plant's existing SCADA/HMI system.
- Software maintenance, including program back-up, updates, upgrades, and recovery.

On-call assistance may be telephone, remote online, or onsite support as appropriate for the circumstances. A good faith effort will be made to respond to priority calls as quickly as possible.

Name	Email	Work Phone	Cell Phone
Austin Snyder	austin.snyder@ghd.com	315.802.0311	716.908.8866
Caleb Rebholz	caleb.rebholz@ghd.com	412.684.9044	724.766.5658
Josh Marshall	joshua.marshall@ghd.com	716.362.8841	315.283.1559
Mike O'Donnell	michael.o'donnell@ghd.com	716.362.8822	716.983.6926

EXHIBIT A TASK ORDER NO. 6

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in the Agreement, subject to the following:

Owner shall maintain remote access to DAT and Chadwick water filtration plants, as well as, the site-to-site VPN between these two facilities.

4. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Category of Services	Compensation Method	Lump Sum or Estimate of Compensation for Services
Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)	Standard Hourly Billing Rates Plus Reimbursable Expenses	Not-to-Exceed \$8,500

B. The terms of payment are set forth in Articles 7 and 8 of the Agreement.

5. Other Modifications to Agreement: None

6. Attachments: None

7. Documents Incorporated By Reference

A. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is March 6, 2023.

OWNER:

TOWN OF NEWBURGH, NEW YORK

By:		
Name:	Gil Piaquadio	
Title:	Supervisor	

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:	James Osborne, PE
Title:	Town Engineer
Address:	1496 Route 300, Newburgh, NY 12550
E-Mail.	engineering@townofnewburgh.org
Phone:	845.564.4552
Fax:	

ENGINEER:

GHD CONSULTING SERVICES INC. By: Kein Castro Name: Kevin Castro Title: President Engineer License or Firm's 0070882

State of:	New York
DESIGNAT	ED REPRESENTATIVE FOR TASK ORDER:
Name:	Edward Porter
Title [.]	Sr. Project Manager

Title:	Sr. Project Manager
Address:	285 Delaware Avenue, Buffalo, NY 14202
E-Mail:	Edward.porter@ghd.com
Phone:	716.362.8835
Fax:	

285 Delaware Avenue, Suite 500 Buffalo, New York 14202 United States www.ghd.com



The Power of Commitment

Our ref: 11152962

March 06, 2023

James Osborne, PE Town of Newburgh 1496 Route 300 Newburgh, NY 12550

SCADA Maintenance Services

Dear Jim,

Please find the enclosed new work authorization to continue SCADA maintenance services for the Town. Our previous authorization (Task Order No. 5) has been exhausted. A summary of the work that was completed under Task Order No. 5, totaling the approved \$8,500, is as follows:

- Late December Josh Marshall travelled to Newburgh for installation of the Frozen Ridge & Owens Rd 4G Modems, VPN setup, and DAT to Frozen Ridge comms troubleshooting. Total cost \$2,645.
- Early January Josh Marshall & Mike O'Donnell completed remote XL troubleshooting. Total cost \$512.
- Late January Josh Marshall worked on troubleshooting and setup of the Frozen Ridge & Owens Rd Comms. Total cost \$1,713.
- February Josh Marshall travelled to Newburgh to troubleshoot and complete comms setup between Frozen Ridge & Owens Rd as well as remote troubleshooting of DAT SCADA redundancy. Total cost \$2,877.
- General Project Admin Costs for Project Management and Admin. Total cost \$753.

If you have any questions or concerns with the completed efforts, or new work authorization, please do not hesitate to contact us.

Regards

Edward Porter Sr. Project Manager

716-362-8835 edward.porter@ghd.com

Copy to: Jeff Gee, GHD

Kevin Castro, PE Project Director

315-802-0274 kevin.castro@ghd.com

ADDON FREM #13

4-10-23

The following computers are being declared surplus. They were manufactured by Dell in 2007 or earlier.

- 1. FL8B7B1
- 2. FUXLFX1
- 3. 4F4GPS1
- 4. FL8C7V1
- 5. 4F4DPS1
- 6. 4F791S1
- 7. FL8D7V1
- 8. FRP6ZG2
- 9. 4F7CPS1
- 10. 32S9D71
- 11. 1DV1DH2
- 12. 9LV4TW1
- 13. 1HGKRW1
- 14. 4F5HPS1
- 15. Power Edge -HJL7WV1
- 16. 8GQWRZZ
- 17. DZHG9Y1
- 18. Power Edge -101614507804
- 19. Power Edge B77NCK1
- 20. DZJG9Y1
- 21. 7F8XZ12
- 22. OKXGVD
- 23. 4F6FPS1

M/R - Auryes

(1)