

TOWN OF NEWBURGH

AUDIT # 10

DATE: May 22,2023

TOTAL OF ALL PAYMENTS: \$ 810,418.36

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 810,418.36 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.

Dated : MAY 22 2023

Town Clerk Office

Town Board:

#6A



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: 5/10/23

I am requesting authorization to use the T-94 account to pay for Vet service: F.A.H.

*Totaling: \$ 72.40

Canine: \$ 72.40

Feline: \$

Other: \$

Handwritten initials or mark at the bottom right of the page.

TOWN OF NEWBURGH
 1486 ROUTE 300
 NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT TOWAC

CLAIMANT'S
 NAME
 AND
 ADDRESS

VCA Flannery Animal Hospital
 789 Little Britain Road
 New Windsor, NY 12553

TERMS April 2023 Voucher

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
Abstract No.		
Vendor's Ref. No.		

Date	Quantity	Description of Materials or Services	Unit Price	Amount
4-28-23		JAV# 535663 3131 2023-04-27 Husky Storm		72.40
(See Instructions on Reverse Side)			TOTAL	72.40

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$72.40 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

5-4-23
 DATE

Jean Tobin
 SIGNATURE

Acct Manager
 TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

5/16/23
 DATE

[Signature]
 AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.



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

Dr. Keller | Date: 5/4/2023 at 07:42 | Invoice: 5356633131 | Cashier: Jean T

Client

Town Of Newburgh 2023- Animal Control
 (#69533)

645 Gidney Ave
 Newburgh, NY 12550

Patient

2023-04-27 Husky Storm (#154016)

Species: Canine ()

Sex: Male | Color: Black And White

Birth: | Age: | Weight:



Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
4/28/2023	Boarding Animal Control	1.00	\$44.70		\$0.00	\$44.70
	Rabies Vaccine 1yr Canine	1.00	\$55.60	-\$27.80	\$0.00	\$27.80

Subtotal: \$72.50

Discounts	Shelters/PetStore	-\$27.80
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A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2023-04-27 Husky Storm	\$100.30	-\$27.80	\$0.00	\$72.50

Prev Balance:	
Total Due:	\$72.50
Amount Paid:	\$0.00
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.

#6B



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: 5/15/03

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

F.A.A.

*Totaling: \$ 89.40

Canine: \$ 89.40

Feline: \$

Other: \$

TOWN OF NEWBURGH

1488 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

NS 69533

Order No.

DO NOT WRITE IN THIS BOX

DEPARTMENT

TONAL

CLAIMANT'S
NAME
AND
ADDRESS

VCA Flannery Animal Hospital
789 Little Britain Road
New Windsor, NY 12553

Date Voucher Received		FUND - APPROPRIATION	AMOUNT
		TOTAL	

Abstract No.

Vendor's
Ref. No.

TERMS

April 2023 voucher

Date	Quantity	Description of Materials or Services	Unit Price	Amount
4/24-23	Invo #	5356631764 2023-4-23 white Husky (m)		44.70
4/26-23	Invo #	5356632142 Brindle		44.70
TOTAL				89.40

(See Instructions on Reverse Side)

Jean Tobin

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account is the amount of \$ 89.40 to true and correct that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

5-10-23
DATE

Jean Tobin
SIGNATURE

Act Manager
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

5/15/23
DATE


AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.



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

Flannery Animal Hospital | Date: **4/26/2023 at 07:06** | Invoice: **5356631764** | Cashier: **Allison T**

Client

Town Of Newburgh 2023- Animal Control
 (#69533)

645 Gidney Ave
 Newburgh, NY 12550

Patient

2023-4-23 White Husky (#153928)
 Species: Canine (Siberian Husky)
 Sex: Male | Color: White
 Birth: | Age: | Weight: 20.90 kg

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
4/24/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70

Subtotal: **\$44.70**

A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2023-4-23 White Husky	\$44.70	\$0.00	\$44.70

Prev Balance:	
Total Due:	\$44.70
Amount Paid:	\$0.00
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.



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

Flannery Animal Hospital | Date: **4/28/2023 at 09:24** | Invoice: **5356632142** | Cashier: **Jean T**

Client

Town Of Newburgh 2023- Animal Control
 (#69533)

645 Gidney Ave
 Newburgh, NY 12550

Patient

2023-04-26Brindle (#153992)

Species: Canine (Mixed Breed)

Sex: Female | Color: Brindle

Birth: | Age: | Weight: 47 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
4/26/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70
4/27/2023	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: **\$44.70**

A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2023-04-26Brindle	\$44.70	\$0.00	\$44.70

Prev Balance:	
Total Due:	\$44.70
Amount Paid:	\$0.00
Amount Due:	



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

#9A



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: May 17, 2023

Re: Full Time Recreation Aide

Mr. Presutti has requested approval to hire Rebecca D'Addio as a Full Time Recreation Aide. The applicant's hiring is contingent on your approval and the completion of her fingerprints, paperwork, drug/alcohol screening, and physical. Start date of on or after June 5th, 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: May 16, 2023

RE: Request to Hire F/T Recreation Aide

At this time we are requesting your approval to hire Rebecca D'Addio as a Full Time Recreation Aide replacing Patricia Gida who retired in March. Ms. D'Addio will be hired at the rate of \$18.30/hour.

This position is currently funded in the 2023 Recreation Department Budget. The start date for this position will be on or after June 5th.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: REBECCA D'ADDIO

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: FULL TIME

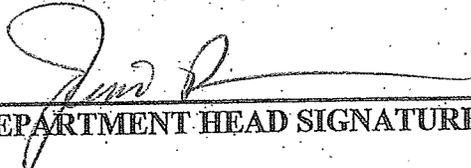
HOURLY RATE: \$18.30

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: A.7310.5100

PROPOSED HIRE DATE: ON OR AFTER 6/05/23

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


DEPARTMENT HEAD SIGNATURE

5/16/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#193



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: May 17th, 2023

Re: Part-Time Laborer

Mr. Presutti has requested approval to hire William Holmes as a part-time Laborer. 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 June 5th 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: May 16, 2023

RE: Request to Hire Part Time Laborer

At this time we are requesting your approval to hire William Holmes as a Part Time Laborer for the current vacancy in the guard house. Mr. Holmes will be hired at the rate of \$17.31/hour.

This position is currently funded in the 2023 Recreation Department Budget. The start date for this position will be on or after June 5th.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: WILLIAM HOLMES

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME

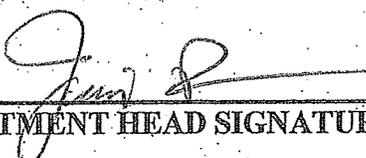
HOURLY RATE: \$17.31

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: A7110.5100

PROPOSED HIRE DATE: ON OR AFTER 6/05/23

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

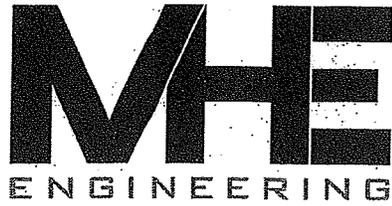

DEPARTMENT HEAD SIGNATURE

5/16/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#10A



AGREEMENT FOR ENGINEERING SERVICES

Between

Town of Newburgh

and

MHE Engineering, D.P.C.

For Professional Services

Related to

Route 300 Sewer District

Map Plan & Report

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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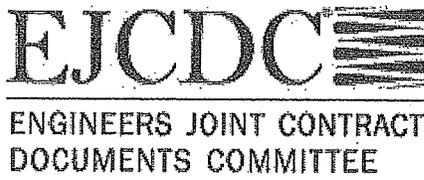


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**AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR STUDY AND REPORT
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the **Town of Newburgh** (“Client”) and **MHE Engineering, D.P.C.** (“Engineer”).

Client’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Route 300 Sewer District Map Plan and Report** (“Project”).

Engineer’s services under this Agreement are generally identified as follows: **Preparation of a Map Plan and Report** (“Study and Report Services”).

Other terms used in this Agreement are defined in Article 7.

Client and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Preparation of a Map Plan and Report for the Route 300 Sewer District including a:
 - 1. Map depicting the boundaries of the proposed sewer district and description of the service area.
 - 2. A schematic plan of the proposed improvements and project routing based on the preferred alternative.
 - 3. A detailed report including authorization, project service area, project description, project cost, project financing, estimated user charges and Benefit Formula.

ARTICLE 2 – CLIENT’S RESPONSIBILITIES

2.01 *General*

- A. Client shall pay Engineer as set forth in Article 4 and Appendix 1.
- B. Client shall provide Engineer with all criteria and full information as to Client’s requirements for the Study and Report Services, including but not limited to design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; any anticipated funding sources; and budgetary limitations.
- C. Client shall furnish to Engineer all existing studies, reports, and other available information pertinent to the Engineer’s performance of the Study and Report Services, including reports and data relative to previous designs, construction, or investigation at or adjacent to any Site under consideration.

- D. Client shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Client shall inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to any Site under study.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Client shall provide, as required for Engineer's performance of its Study and Report Services:
 - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 2010, and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Client requires, or Engineer reasonably requests.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services or specific dates by which services are to be completed are provided in Section 1.01, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article and Appendix 1. Engineer shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Client fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
-

4.03 *Basis of Payment:*

- A. Using the procedures set forth in this Article, Client shall pay Engineer for Basic Services as follows:
1. **Lump Sum.** Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$12,500 plus reimbursable expenses.**
 - b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- B. For Additional Services, Client shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services (including but not limited to expenses in the categories listed on the reimbursable expenses schedule in Appendix 1) and Engineer's Consultants' charges, if any.
-

ARTICLE 5 – OPINIONS OF COST - DELETED

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with

the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- F. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at any Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- G. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- H. Engineer's services do not include providing legal advice or representation.
- I. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an Clientship and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Study and Report Services or the Project is completed.
- B. Client may make and retain copies of Documents solely for Client's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use by Client unless completed by Engineer; (2) if Engineer has completed a Report under this Agreement, and received full payment for such Report, then the Client may furnish copies of the completed Report to Client's consultants and design professionals for their reference in proceeding with design or similar services, provided that the Client informs such consultants and design professionals of Engineer's Clientship interests in the Report, and includes with the Report all Engineer's written statements regarding the purpose, scope, use, and limitations of the Report; (3) the Documents are not design or construction documents, (4) no Document shall be altered, modified, or reused by Client or any third party for any purpose except with Engineer's express written consent; (5) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (6) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (7) nothing in this paragraph shall create any rights in third parties.

6.03 *Electronic Transmittals - Deleted*

6.04 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Client upon request.

6.05 *Termination*

- A. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- b. By Engineer:
- 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
- c. Engineer shall have no liability to Client on account of a termination for cause by Engineer.

2. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.05.A.1.a or 6.05.A.1.b.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. *Termination for Convenience:* Client may terminate the Agreement for Client's convenience effective upon the Engineer's receipt of written notice from Client.
- C. The terminating party under Paragraphs 6.05.A or 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- E. In the event of termination by Client for convenience, or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D, to invoice Client and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Article 4 and Appendix 1.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the subject matter of the Study and Report Services is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Constructor, or other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Section 1.01, are prepared solely for the use and benefit of Client, unless expressly agreed otherwise by Engineer.

6.08 *Dispute Resolution*

- A. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

- A. Client represents to Engineer that as of the Effective Date to the best of Client's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to any Site under study.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at any Site under study, then Engineer shall notify (1) Client and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action, or provide notice to the Client of the Site.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably

contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at any Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and shall not be required to become an "Client" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near any Site under study in connection with the Study and Report Services.

6.10 *Indemnification and Mutual Waiver*

- A. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- B. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.
- C. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Agreement, the Study and Report Services, or the Project, from any cause or causes.

6.11 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Study and Report Services this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$100,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Client's request, Engineer shall provide a copy of any such item to Client at cost.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits and Appendix) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services*—The services to be performed for or furnished to Client by Engineer in accordance with Section 1.01 of this Agreement.
 2. *Agreement*—This written contract for study and report professional services between Client and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Basic Services*—The services to be performed for or furnished to Client by Engineer in accordance with Section 1.01 of this Agreement.
 4. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 5. *Construction Cost*—The cost to Client of the construction of a recommended solution presented in the Report furnished by Engineer under Section 1.01, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, and allows for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Client’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Client. Construction Cost is one of the items comprising Total Project Costs.
 6. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
 7. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Agreement as Engineer’s independent professional associates and consultants; subcontractors; or vendors.

8. *Documents*—Data, studies, reports (including the Report referred to in Section 1.01), and other deliverables, whether in printed or electronic format, provided or furnished by Engineer to Client pursuant to this Agreement.
9. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer*—The individual or entity named as such in this Agreement.
11. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
12. *Client*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
13. *Project*—The total undertaking to be accomplished for Client by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Study and Report Services to be performed or furnished by Engineer under this Agreement are a part.
14. *Site*—One or more lands or areas that Engineer studies as the location or possible location of the Project.
15. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Client furnishes to Engineer for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to property, Client's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Appendix 1, Standard Hourly Rates and Reimbursable Expenses
- B. The following additional exhibits: None.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives – Deleted.*

8.04 *Engineer's Certifications – Deleted.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client:
Town of Newburgh

Engineer:
MHE Engineering, D.P.C.

By: _____

By: Michael W Weeks

Print name: Gilbert Piaquadio

Print name: Michael W. Weeks, P.E.

Title: Town Supervisor

Title: Principal

Date Signed: _____

Date Signed: 5/18/2023

Address for Client's receipt of notices:

Address for Engineer's receipt of notices:

1469 Route 300

33 Airport Center Drive

Newburgh, NY 12550

Suite 202

New Windsor, NY 12553

This is **Appendix 1**, Standard Hourly Rates and Reimbursable Expenses, referred to in and part of the Agreement Between Client and Engineer for Study and Report Professional Services dated _____.

MUNICIPAL STANDARD FEE SCHEDULE

A. HOURLY RATES:

Firm Representative	Hourly
Principal	\$ 185.00
Associate	\$ 175.00
Senior Engineer / Designer	\$ 170.00
Senior Structural Engineer	\$ 170.00
Senior Architect	\$ 170.00
Senior Project Manager	\$ 165.00
Project Engineer / Designer	\$ 140.00
Project Manager	\$ 138.00
Staff Engineer / Designer	\$ 113.00
Engineering Technician II	\$ 104.00
Engineering Technician I	\$ 95.00
CAD Tech II	\$ 106.00
CAD Tech I	\$ 104.00
Field Representative*	\$ 93.00
Engineering Intern	\$ 65.00
Intern Support	\$ 45.00
Administrative Services	\$ 95.00
Clerical/Secretarial	\$ 60.00

* See #5 below

B. GENERAL CONDITIONS:

1. Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.
2. In addition to the above fees, all out-of-pocket and traveling expenses, reproduction charges, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at the approved Federal rate.
3. Without a prior appointment, services of personnel cannot be assured for any certain day.
4. Reproduction charges are based on \$0.15 per photocopy (8.5" x 11") and in-house \$3.60 per D size plan (24' x 36") and \$5.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.
5. Field Representative rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1-1/2 rate).

Appendix 1-- Standard Hourly Rates and Reimbursable Expenses.

EJCDC® E-525, Agreement Between Client and Engineer for Study and Report Professional Services.
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and American Society of Civil Engineers. All rights reserved.

#10B

**AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF NEW YORK AND THE
TOWN OF NEWBURGH FOR THE
CONSTRUCTION OF CERTAIN IMPROVEMENTS TO CHADWICK LAKE RESERVOIR AND
WATER TREATMENT FILTRATION PLANT**

THIS AMENDMENT (the "Amendment") is entered into this ____ day of _____, 2023, by and between the **CITY OF NEW YORK** (the "City"), a municipal corporation of the State of New York, acting by and through its **DEPARTMENT OF ENVIRONMENTAL PROTECTION** ("DEP"), having its principal office at 59-17 Junction Boulevard, Flushing, New York 11373, and the **TOWN OF NEWBURGH** (the "Town"), a municipal corporation of the State of New York, having an office and place of business at 1496 Route 300, Newburgh, New York 12550 (each, a "Party," and collectively, the "Parties").

WHEREAS, DEP and the Town are parties to an agreement dated as of March 9, 2020 (the "Agreement"), pursuant to which DEP agreed to provide funds to the Town for certain costs of the construction of certain short-term improvements to the Chadwick Lake Water Treatment Filtration Plant; and

WHEREAS, the Parties desire to amend the Agreement to extend certain milestone dates and increase the Total Eligible Costs under the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the Parties agree to amend the Agreement as follows:

1. All of the terms, definitions and conditions of the Agreement not expressly and specifically modified by this Amendment shall remain in full force and effect and shall govern the relationship of the Parties for the term of the Agreement.
2. Section 7(b) of the Agreement is amended to delete the words "one million eight hundred twenty-three thousand nine hundred and 00/100 dollars (\$1,823,900)" and replace with the following: "One Million Nine Hundred Seventy-Three Thousand Nine Hundred and 00/100 Dollars (\$1,973,900)".

3. Exhibit B of the Agreement shall be deleted in its entirety and replaced with the Exhibit B attached hereto and incorporated herein.
4. All of the terms, definitions and conditions of the Agreement not expressly and specifically modified by this Amendment shall remain in full force and effect and shall govern the relationship of the Parties for the term of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date above first written.

THE CITY OF NEW YORK

TOWN OF NEWBURGH

BY: _____

BY: _____

Title:
Department of Environmental Protection

Title:

Approved as to Form
Certified as to Legal Authority

Acting Corporation Counsel

Date:

EXHIBIT B
Milestones

Issue change order for G contractor "2023 extension"	May 1, 2023
Issue change order for E contractor "2023 extension"	May 1, 2023
Issue change order for membrane filtration trailer provider Plans and Specifications	May 1, 2023
Complete mobilization of membrane filtration trailer as third treatment train for Chadwick Lake WTP	August 1, 2023
Complete startup and testing and receive NYSDOH approval of completed Project	No later than August 30, 2023

#10C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Rep Engineer for TON 
DATE: 11 May 2023
RE: 2023 Seasonal Grounds Maintenance for Stormwater Management Facilities

The Town of Newburgh has nine (9) Drainage Districts for Stormwater Management within existing residential subdivisions. The Town as a regulated MS4 has responsibility to maintain these districts.

In May of 2021 the Town solicited proposals from qualified landscape contractors for the maintenance of the drainage district facilities. The proposal included provisions for extensions for 2022 and 2023 seasons.

The lowest proposal was received from MTTJ Property Maintenance of Highland Mills. They performed services under the RFP for 2022. The 2023 cost is \$20,392.50. Unit costs are provided for each district. Costs for the maintenance are a charge to each of the individual districts.

Town Board action is required to award the contract extension to MTTJ Property Maintenance.

If you have any questions or comments I am available to discuss this further with you.

Cc: R. Clum, Town Accountant
J. Osborne, Town Engineer

#10D



May 16, 2023

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

**Re: Town of Newburgh
Proposal for Water Storage Tank Inspections
H2M Letter Proposal No.: LP230628**

Dear Mr. Osborne:

As per your request, H2M is pleased to present this proposal to provide engineering services associated with conducting water storage tank inspections for the Town of Newburgh. Specifically, inspections will be conducted at five (5) of the Town's eight (8) water storage tanks, including Meadow Hill Tank No. 2, Chadwick Lake, Brooker Drive, Nob Hill and Frozen Ridge. In order to assist the Town with future water storage tank planning and maintenance, H2M proposes to provide the following services:

TASK 1 – Tank Inspections & Report

- Perform a site visit at each of the referenced tank locations in order to perform an inspection of the associated water storage tank.
- Perform a visual inspection of the tank exterior.
- Perform a visual inspection of the tank interior from the available roof hatch.
- Provide recommendations of required repairs, modifications and recoating options required to maintain the integrity of the water storage tank, as well as complying with current AWWA, Ten State Standards and OSHA requirements. Perform Adhesion Testing as per ASTM D-3359 0 Standard Test Method for Measuring Adhesion by Tape Test.
- Evaluate each tank's current coatings condition for availability of overcoating or full rehabilitation. (Note that this evaluation will be based solely on visual observations made at the time of inspection and the associated adhesion test. Additional field assessments will need to be performed in order to fully quantify if existing tank coatings are a good candidate for overcoating.)
- Prepare a preliminary cost opinion associated with the recommended work based on the inspections made.
- Prepare a ranking list of the five (5) tanks being evaluated relative to expected construction scope, cost and immediate/future need of required repairs and modifications.
- A summary of the inspection findings, coatings evaluation and preliminary cost opinions will be included in a consultation report along with color photographs from each inspection.

H2M proposes to complete the above services for a lump sum fee in the amount of \$11,700 and can schedule the required site inspections within two (2) weeks of your authorization.

Should this proposal be acceptable, please sign below and return a signed copy of the attached proposal statement for execution.



H2M Standard Terms & Conditions

Client	Town of Newburgh
Site	Meadow Hill Tank 2, Chadwick Lake, Brooker Drive, Nob Hill & Frozen Ridge
Services	Water Storage Tank Inspections H2M Proposal No.: LP23628

Client's Rep.	James W. Osborne
Phone/E-Mail	845-564-7814 engineering@townofnewburgh.org

H2M's Rep.	James L. Neri
Phone/E-Mail	631-756-8000, 1486 jneri@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions ("Standard T&C") herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire.

H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "Fees" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "Expenses" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's "Indemnitees" (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS (\$50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction Industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars (\$200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars (\$600.00) when a collection action is filed in small claims court, or an additional two thousand dollars (\$2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (additional definitions indicated by quotes in context).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "Party" and are collectively the "Parties" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed "Scope of Services" set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations,

negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

9.2.3. **Automobile Liability** coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars (\$1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. **Commercial General Liability** coverage with policy limits of not less than one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. **Explosion, Collapse and Underground** coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. **Pollution Liability** coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. **Contractual Liability** coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. **Additional Insured** coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. **Professional Liability** coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

9.3. **Contractor's Indemnity.** Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the "H2M Indemnitees" (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities

concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

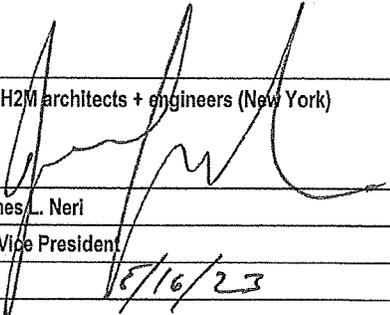
9.4. **Cost Opinions.** Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. **Bid Process.** If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. **Construction Observation Services.** If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	Town of Newburgh
Signature	
By: Name	
Title	
Date	

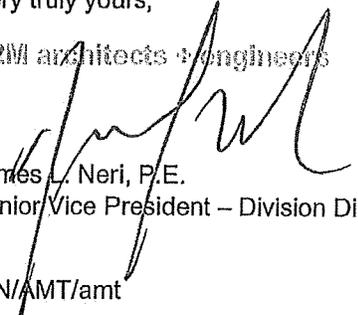
H2M	H2M architects + engineers (New York)
Signature	
By: Name	James L. Neri
Title	Sr. Vice President
Date	5/16/23



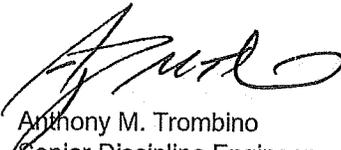
We appreciate the opportunity to work with the Town of Newburgh on this important project. Should you have any questions please contact our office.

Very truly yours,

H2M architects + engineers


James L. Neri, P.E.
Senior Vice President – Division Director of Water

JLN/AMT/amt


Anthony M. Trombino
Senior Discipline Engineer

cc: Patrick J. Hines – MHE Engineering

Signature:

Print Name:

Title:

Client:

Address:

Date:

#10E

MS4 Annual Report Cover Page

MCC form for period ending March 9, 2 0 2 3

This cover page must be completed by the report preparer.
Joint reports require only one cover page.

SPDES ID
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Choose one:

This report is being submitted on behalf of an individual MS4.

Fill in SPDES ID in upper right hand corner.

Name of MS4

T o w n o f N e w b u r g h

OR

This report is being submitted on behalf of a Single Entity

(Per Part ILE of GP-0-10-002)

Name of Single Entity

OR

This is a joint report being submitted on behalf of a coalition.

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition

SPDES ID

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MS4 Annual Report Cover Page

MCC form for period ending March 9,

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Provide SPDES ID of each permitted MS4 included in this report.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

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Water Quality Trends

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s are contributed to this report?

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1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One. Yes No

If Yes, choose one of the following

- Report(s) attached to the annual report
- Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID									
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3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

- | | | | | | | | | |
|--|---------------------|---|--|---|---|--|---|---|
| <input type="radio"/> Construction Site Operators Trained | # Trained | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input type="radio"/> Direct Mailings | # Mailings | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input checked="" type="radio"/> Kiosks or Other Displays | # Locations | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td style="text-align: center;">1</td></tr></table> | | | | | 1 | |
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| <input type="radio"/> List-Serves | # In List | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input type="radio"/> Mailing List | # In List | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input checked="" type="radio"/> Newspaper Ads or Articles | # Days Run | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td style="text-align: center;">1</td></tr></table> | | | | | 1 | |
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| <input type="radio"/> Public Events/Presentations | # Attendees | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input type="radio"/> School Program | # Attendees | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input type="radio"/> TV Spot/Program | # Days Run | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | |
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| <input checked="" type="radio"/> Printed Materials: | Total # Distributed | <table border="1" style="border-collapse: collapse; width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td style="text-align: center;">2</td><td style="text-align: center;">0</td></tr></table> | | | | | 2 | 0 |
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Locations (e.g. libraries, town offices, kiosks)

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Other:

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Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

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MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

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4. Evaluating Progress Toward Measurable Goals MCM 1

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

- | |
|---|
| 1. Educational material distribution.
2. Water quality report for Orange Lake. |
|---|

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

- | |
|---|
| 1. 20 brochures distributed.
2. WQ report announced via newspaper and digital posting. |
|---|

C. How many times was this observation measured or evaluated in this reporting period?

			1
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(ex.: samples/participants/events)

D. Has your MS4 made progress toward this Measurable Goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

- | |
|--|
| 1. Continue to supply brochures for distribution.
2. Continue to post WQ report on website & announce via public means. |
|--|

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2023

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

N	Y	R	2	0	A	2	3	7
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2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

h	t	t	p	:	/	/	w	w	.	t	o	w	n	o	f	n	e	w	b	u	r	g	h	.	o	r	g	/	C	i	
t	-	e	-	A	c	c	e	s	/	w	e	b	p	a	g	e															

URL

URL

URL

URL

URL

URL

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	5	/	2	2	/	2	0	2	3
---	---	---	---	---	---	---	---	---	---

4.b. For how many days was/will this report be posted?

3	6	5
---	---	---

If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

Yes No

If Yes, what was the date of the meeting?

0	5	/	2	2	/	2	0	2	3
---	---	---	---	---	---	---	---	---	---

If No, is one planned?

Yes No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

Yes No

If No, is one planned for each?

Yes No

6. Were comments received during this reporting period?

Yes No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

1. Announce Annual report on Town Board Agenda.
2. Post report on town website.
Volunteer monitoring through Quassaick Creek Watershed Alliance

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

1. Meeting held on 5-22-23.
2. Posted on website same day as Public Town Board Meeting.
3. 11 volunteers participated in watershed monitoring of Quassaick.

C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

1. Continue to announce publicly at meetings and post on website.
2. Encourage and sponsor watershed alliance monitoring group.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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12. Evaluating Progress Toward Measurable Goals MCM 3

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

1. Conduct dry weather outfall inspections.
2. Pursue staff training in IDDE.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

1. 270 outfalls screened.
2. One employee trained in IDDE.

C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

1. Continue to pursue supplemental training in IDDE.
2. Conduct 20% per year outfall inspections.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition:

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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Minimum Control Measures 4 and 5.
Construction Site and Post-Construction Control

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

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1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities? Yes No

1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook? Yes No NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.
 09/2004 03/2006 NT

2. Does your MS4/Coalition have a SWPPP review procedure in place? Yes No

3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?

		6
--	--	---

4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs? Yes No NT

If Yes, how many public comments were received during this reporting period?

		0
--	--	---

5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process? Yes No

6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:

- | | | | | | | | | |
|--|---|---|--|---|--|--|---|------------------------------------|
| <input checked="" type="radio"/> Notices of Violation | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td>2</td></tr></table> | | | | | 2 | <input type="radio"/> No Authority |
| | | | | 2 | | | | |
| <input checked="" type="radio"/> Stop Work Orders | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td>2</td></tr></table> | | | | | 2 | <input type="radio"/> No Authority |
| | | | | 2 | | | | |
| <input type="radio"/> Criminal Actions | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Termination of Contracts | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Administrative Fines | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Civil Penalties | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Administrative Orders | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Enforcement Actions or Sanctions | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |
| <input type="radio"/> Other | # | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> | | | | | | <input type="radio"/> No Authority |
| | | | | | | | | |

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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Minimum Control Measure 4. Construction Site Stormwater Runoff Control

The information in this section is being reported (check one):

On behalf of an individual MS4

On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period?

		6
--	--	---

2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period?

		7
--	--	---

3. What percent of active construction sites were inspected during this reporting period? NT

1	0	0
---	---	---

 %

4. What percent of active construction sites were inspected more than once? NT

1	0	0
---	---	---

 %

5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual? Yes No NT

6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval? Yes No NT

If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review? Yes No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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7. Evaluating Progress Toward Measurable Goals MCM 4

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

1. Review all active construction sites at least once.
2. Review all submitted SWPPPs to Planning Board.
3. Tracking of enforcement actions.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

1. 7 active sites in Town, inspected at least once.
2. Two stop work orders and notices of violation.
2. Six SWPPPs reviewed this term.

C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

1. Continue all SWPPP reviews through Planning Board.
2. Continue site inspections at least once a year of all active SWPPP sites.
3. Continue tracking enforcement actions.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?
 Yes No

4b. Does the MS4 have a banking and credit system for stormwater management practices?
 Yes No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?
 Yes No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
--	--	---

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	1	5
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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6. Evaluating Progress Toward Measurable Goals MCM 5

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

1. Drainage districts inspected and maintained.
2. Private maintenance letters.
3. Enforceable map notes .

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

1. 10 drainage districts inspected and maintained.
2. Twon receiving private maintenance reports from businesses and complexes.
3. Enforceable map notes required on all submitted SWPPPs regarding Post Construction maintenance.

C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

1. Continue inspection & maintenance of Drainage Districts.
2. Continue receiving private maintenance reports for private Stormwater BMPs.
3. Continue to require enforceable map notes regarding Post Construction maintenance.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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Minimum Control Measure 6. Stormwater Management for Municipal Operations

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>	<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>
Street Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Bridge Maintenance.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Winter Road Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Salt Storage.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Solid Waste Management.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
New Municipal Construction and Land Disturbance..	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Right of Way Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Marine Operations.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Hydrologic Habitat Modification.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Parks and Open Space.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Municipal Building.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Stormwater System Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Other.....	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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2. Provide the following information about municipal operations good housekeeping programs:

- Parking Lots Swept (Number of acres X Number of times swept) # Acres

			1	0
--	--	--	---	---
- Streets Swept (Number of miles X Number of times swept) # Miles

		1	5	0
--	--	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary #

		3	0	0
--	--	---	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary #

			1	0
--	--	--	---	---
- Phosphorus Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- Nitrogen Applied In Chemical Fertilizer # Lbs.

--	--	--	--	--
- Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres

					.	
--	--	--	--	--	---	--

3. How many stormwater management trainings have been provided to municipal employees during this reporting period?

				1
--	--	--	--	---

4. What was the date of the last training?

0	3
---	---

 /

0	1
---	---

 /

2	0	2	3
---	---	---	---

5. How many municipal employees have been trained in this reporting period?

		1
--	--	---

6. What percent of municipal employees in relevant positions and departments receive stormwater management training?

	2	5
--	---	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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7. Evaluating Progress Toward Measurable Goals MCM 6

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

1. Track municipal quantitative tasks.
 2. Employee training.

B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

1. One employee trained in IDDE.
 2. 300 basins, 150 street miles swept, 10 parking lots swept, 10 drainage districts maintained.

C. How many times was this observation measured or evaluated in this reporting period?

			1
--	--	--	---

(ex.: samples/participants/events)

D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes No

E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes No

F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

1. Continue to pursue training.
 2. Continue to track municipal quantities.

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

--	--	--

MS4s must answer the questions or check NA as indicated in the table below.

MS4 Description	Answer	Check NA	(POC)
NYC EOH Watershed			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,7a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
Onondaga Lake Watershed			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Greenwood Lake Watershed			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Oyster Bay			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
Peconic Estuary			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
Oscawana Lake Watershed			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
LI 27 Embayments			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies? Yes No N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS? Yes No N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far.

--	--	--

 %

Estimate what percentage was mapped in this reporting period.

		0
--	--	---

 %

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program? Yes No N/A
4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period?

		0
--	--	---

 %
5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more? Yes No N/A
6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards? Yes No N/A
- 7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading? Yes No N/A
- 7b. How many projects have been sited in this reporting period?

		0
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- 7c. What percent of the projects included in 7b have been completed in this reporting period?

		0
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 %
- 7d. What percent of projects planned in previous years have been completed?

		0
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 %
- No Projects Planned
- 8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands? Yes No N/A
- 8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands? Yes No N/A

MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9,

2	0	2	3
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

Town of Newburgh

SPDES ID

N	Y	R	2	0	A	2	3	7
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- 9. Has your MS4/Coalition developed and implemented a program of native planting?
 Yes No N/A

- 10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?
 Yes No N/A

- 11. Does your MS4/Coalition have a pet waste bag program?
 Yes No N/A

- 12. Does your MS4/Coalition have a program to manage goose populations?
 Yes No N/A

#11



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor
FROM: Mark Hall, Highway Superintendent 
DATE: May 16, 2023
RE: Highway, Fleet, Water & Sewer Summer Hours

As of Monday, May 22, 2023 till Friday, September 29, 2023, the New Highway, Fleet, Water & Sewer Work Day Hours will be as follows:

6:00 am to 3:30 pm - Monday through Thursday

7:00 am to 11:00 am - Friday

The following employees will NOT be changing to Summer Hours:

Highway Department: Myself, Jonathon Ciaccio, Dave Ferguson, Cathy Hughes, Frank Maher, Antonio Moran, & Alan Rau

Fleet Department: Glenn Sammarco

Water Department: Karl Doderer

Thanking you in advance for your consideration in this matter.

MH:ch
cc: Ron Clum, Town Accountant
Updated 5/19/23