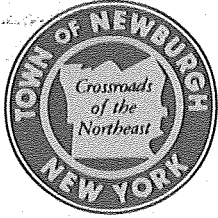


#7C



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board Members

From: Charlene M. Black, Personnel

Date: August 5, 2024

Re: Full Time Recreation Attendant

Mr. Presutti would like to hire Shannon Goddard as a full time Recreation Attendant starting on or after September 3, 2024. Ms. Goddard is a former employee of the recreation department so she will need to complete paperwork, etc. The applicants' hiring is contingent on Orange County Human Resources approval and your approval.

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

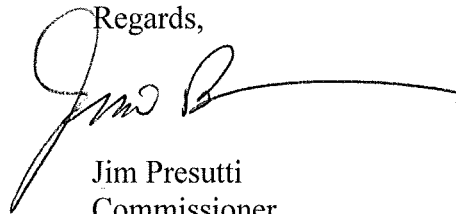
DATE: August 5, 2024

RE: Request to Hire F/T Recreation Attendant

At this time we are requesting your approval to hire Shannon Goddard as a full time Recreation Attendant in the Recreation Department. Ms. Goddard will be hired at the rate of \$20.8399/hour. The salary for this position is in the 2024 budget.

Start date for this position will be on or after September 3rd. Thank you for your consideration.

Regards,



Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: SHANNON GODDARD

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION ATTENDANT

FULL TIME OR PART TIME: FULL TIME


HOURLY RATE: \$20.8399

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: A7310.5100

PROPOSED HIRE DATE: ON OR AFTER 9/03/24

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

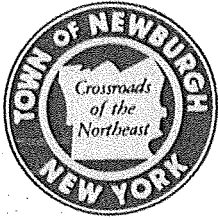

DEPARTMENT HEAD SIGNATURE

8/5/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#78



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board Members ✓

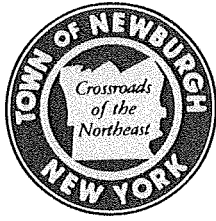
From: Charlene M Black, Personnel

Date: July 31, 2024

Re: Recreation Aide Position

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of Recreation Aide. We had three individuals show interest in the position: Michael Bogdon, Jacqueline Wheat-Paul and John Matthews. Jason Szeli, James Presutti and myself conducted the interviews. Mr. Bogdon after interview, declined the position, Ms. Paul was a no show and Mr. Matthews interviewed and accepted the position. Currently he is a seasonal Recreation Aide in the Recreation Department. He would need to complete full-time paperwork only. The full-time date will be on or after September 3, 2024, pending approval from Orange County Human Resources. His salary will be \$18.8551 per hour per the CSEA contract Step 5.

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: July 31, 2024

RE: Request to Hire F/T Recreation Aide

At this time we are requesting your approval to hire Mr. John Matthews as a full time Recreation Aide in the Recreation Department. Mr. Matthews is currently working for the Town in a seasonal capacity and has been for the last six years. The salary for this position is \$18.85 and is available in the 2024 budget.

Start date for this position will be on or after September 3rd. Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOHN MATTHEWS

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: FULL TIME

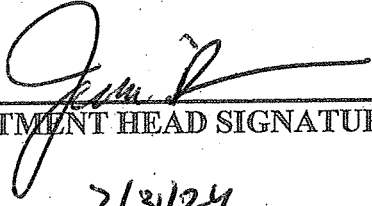
HOURLY RATE: \$18.85

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: 7310.5100

PROPOSED HIRE DATE: ON OR AFTER SEPT. 3rd

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


DEPARTMENT HEAD SIGNATURE

7/3/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
5-22-2017

#8

Recreation Center: Amphibious Vehicle

Received bids from two (2) companies for the cost of an Argo Frontier 650 6X6 ARG21400.

- Big Boyz Toys: \$12,000.00
5512 Route 9W
Marlboro, NY 12542
- Shanks Argo: \$12,989.00 + \$1,500.00 for delivery = \$14,489
4980 Molly Pitcher Hwy
Chambersburg, PA 17202

1. I am recommending that Big Boyz Toys as the lowest bidder for the Town's purchase of the above-listed amphibious vehicle at a cost of \$12,000.
2. Motion to transfer \$12,000 from fund appropriation number F.1964.5499 to fund appropriation number F.8330.5200.4001.



Bill of Sale

Big Boyz Toys
5512 Route 9w
Marlboro, NY 12542
845-565-2699

Date
07/24/2024

Deal #
1927

Salesperson
Anthony Galimberti

Buyer: City Of Newburgh Recreation/*water Dept*
311 RT 32
Newburgh, NY 12550
845-29-8476 JIM
dstanton@cityofnewburgh-ny.gov

Co-Buyer:

Major Unit:

Stock #	Year	Make	Model	VIN#	Color	DSP
ARGM21400	2023	Argo	Frontier 650 6x	2DG6BAA07PNM21400	Black	10,925.00

Lien Holder:

Trade-In:

Stock #	Year	Make	Model	Vin #	Allowance	Pay-Off
---------	------	------	-------	-------	-----------	---------

Buyer: _____ Date: ____/____/____ Co-
Buyer: _____ Date: ____/____/____
Dealer: _____ Date: ____/____/____

Vehicle Price: \$10,925.00

Freight: \$1,000.00

Set-Up: \$0.00

Other: \$0.00

Sub-Total: \$11,925.00

Warranty: \$0.00

Pre-Paid Maint: \$0.00

Total Loss & Prot: \$0.00

GAP: \$0.00

P & A Total: \$0.00

Inst. P & A Total: \$0.00

Labor Total: \$0.00

License/Reg. Fees: \$0.00

Doc Fee: \$75.00

Sales Tax: \$0.00

Sub-Total: \$12,000.00

Trade-In Amount: _____

Rebate/Incentives: \$0.00

Payments: _____

Balance Due: \$12,000.00

Payments

Buyer: _____ Date: 07/24/2024

Co-Buyer: _____ Date: 07/24/2024

Dealer: _____ Date: 07/24/2024

www.bigboyztoysny.com

#9A



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550


RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor and Town Board
From: Ronald E. Clum, Town Accountant
Date: July 24, 2024
RE: Parkland Trust Transfer



As you know the Town is in the process of building the new recreation building which is scheduled to be completed in the fall of 2025.

Part of the funding of this capital project is a transfer of \$2,000,000 from the Parkland Trust Account which will leave approximately \$480,000 in this bank account.

I am looking for a motion approving this and for the ultimate transfer of the \$2,000,000 from Parkland Trust to the Recreation Building Capital Project Fund.

#9B

Recreation Center: Transfer Funds

Motion to transfer \$2 million dollars from the Parkland Trust Fund to the Recreation Construction Fund using Fund Appropriation # H9121.9121.5200.



#9C

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

FROM: Jim Presutti, Commissioner

CC: Ronald Clum, Accounting

DATE: August 7, 2024

RE: Budget Transfer

At this time we are requesting a budget transfer of \$26,000 to 7140.5497 Summer – Maintenance Contracts/Leases from the following appropriation codes –

- \$20,000 from 6772-5465 Program for Aging – Senior Activities
- \$5,000 from 7310.5465 Youth/Adult – Youth/Adult Activities
- \$1,000 from 7140.5499 Summer Program – Other Expenses

This transfer will cover the remaining cost of camp including the extra expenses incurred due to maintenance scheduled at Meadow Hill School.

Regards,

Jim Presutti
Commissioner

#10

Tourism Funding – Ice Time Sports Complex

Motion to give \$4,000 of Orange County Tourism Grant Funds to the Hudson Valley Venom to assist with permanent wayfaring signage at Ice Time Sports Complex.



Gil Piaquadio <supervisor@townofnewburgh.org>

Tourism Funding- IceTime Sports Complex1 message

Patrick Manning

Tue, Jul 23, 2024 at 10:57 AM

To: "supervisor@townofnewburgh.org" <supervisor@townofnewburgh.org>

Cc: councilmanmanley@townofnewburgh.org

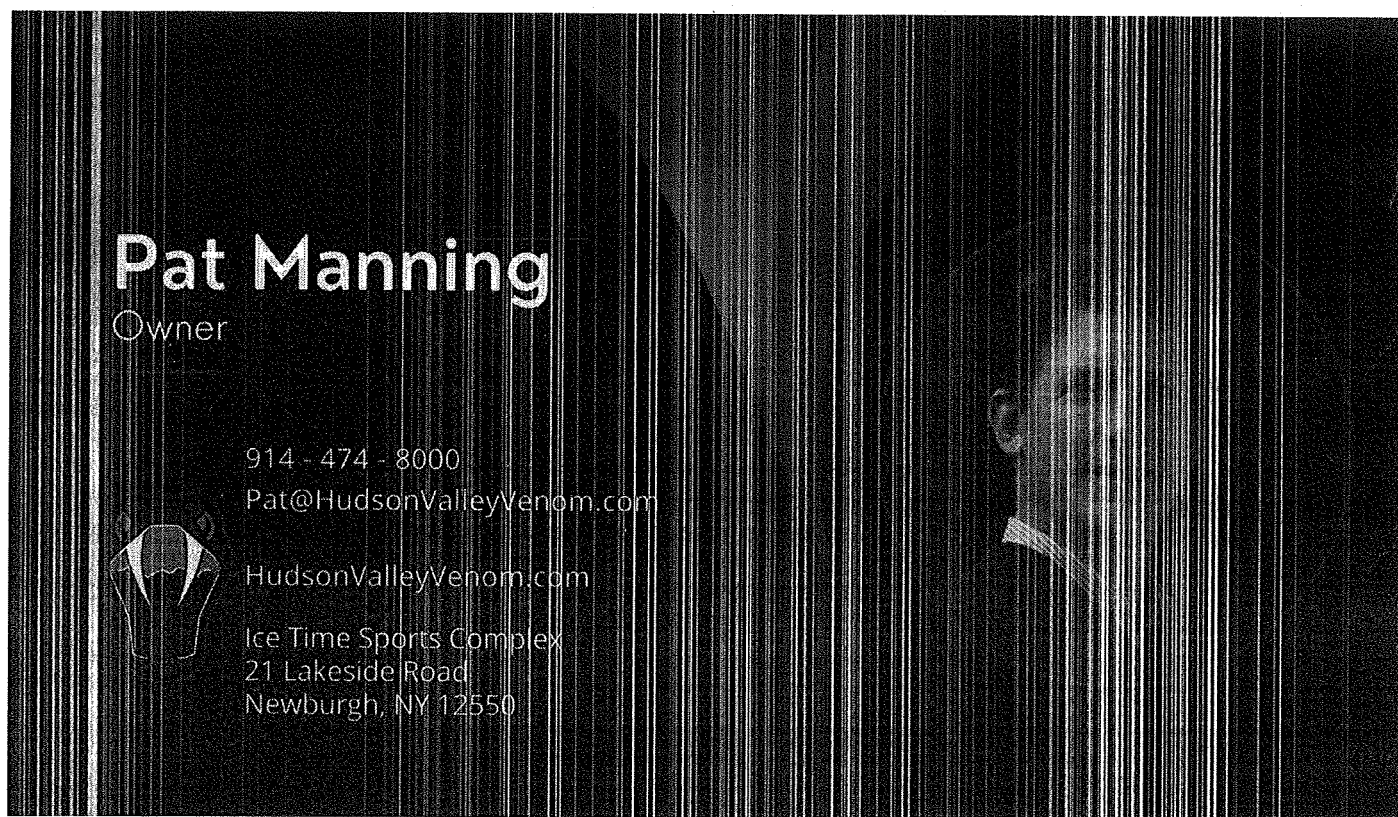
Supervisor,

Thank you again for meeting with me and Scott last week. I am very excited for professional hockey coming to Orange County and the Town of Newburgh and the opportunities it presents both for quality of life for your residents and for the expansion of the arena.

I would like to respectfully and officially request a grant for the not-for-profit Mid Hudson Civic Center, Inc., the owners of Ice Time Sports Complex, of \$4,000 to assist with permanent wayfaring signage to get people to the facility as Ice Time starts its name change over to a naming rights sponsor as soon as August.

I hope the town be amenable to this request. Please reach out to me directly if you have any questions.

Thank you,
Pat



#11A

TOWN OF NEWBURGH

AUDIT # 15

DATE: AUGUST 12, 2024

TOTAL OF ALL PAYMENTS: \$ 2,663,135.77

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,663,135.77 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 : **AUG 12 2024**

Town Clerk Office

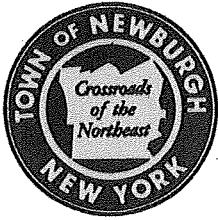
Town Board:

Town Board Meeting August 12, 2024

#11B

Review Status Report and Budget Status Report for July 2024

#13A



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: 7.16.24

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

*Totaling: \$ 31.37

Canine: \$ 31.37

Feline: \$

Other: \$

TOWN OF NEWBURGH
1498 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT

TONAC

ID# 69533

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

July 2024 voucher

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

TOTAL

Abstract No.

Vendor's
Ref. No.

VOUCHER NO.

Date

Quantity

Description of Materials or Services

Unit Price

Amount

7-10-24

INV# 5356701263

7-10-24
Husky
(m)

\$ 31.37

(See Instructions on Reverse Side)

TOTAL

31.37

CLAIMANT'S CERTIFICATION

I, Jan Tobin, certify that the above account in the amount of \$ 31.37 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.

DATE

7-12-24

SIGNATURE

Jan Tobin

TITLE

Acct. Manager

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

APPROVAL FOR PAYMENT

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

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

DATE

AUTHORIZED OFFICIAL

7-16-24

**VCA Flannery Animal Hospital PC**

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

Dr. Stillman | Date: 7/12/2024 at 09:39 | Invoice: 5356701263 | Cashier: Jean T

Client

Town Of Newburgh 2023- Animal Control
(#69533)
Tracey ACO
645 Gidney Ave
Newburgh, NY 12550

Patient

7-10-24 Husky (#163020)
Species: Canine (Husky, Alaskan)
Sex: Male | Color:
Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
7/10/2024	Hospitalization Holding	6.00	\$0.00		\$0.00	\$0.00
7/11/2024	Rabies Vaccine 1yr Canine	1.00	\$62.75	-\$31.38	\$0.00	\$31.37
	Hospitalization Holding	24.00	\$0.00		\$0.00	\$0.00

Subtotal: **\$31.37**

Discounts	Shelters/PetStore	-\$31.38
-----------	-------------------	----------

A Message from VCA

Please note all prescription refill request require at least 24-hour notice . For home delivery, download the myVCA app.

Invoice Summary

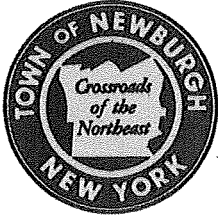
Patient Name	Total Price	Total Discount	Total Tax	Total Due
7-10-24 Husky	\$62.75	-\$31.38	\$0.00	\$31.37

Prev Balance:	
Total Due:	\$31.37
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.

#13B



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: 7-29-24

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

*Totaling: \$ 2,027.34

Canine: \$ 835.72

Feline: \$ 1191.62

Other: \$

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT

Animal Control

CLAIMANT'S

NAME

AND

ADDRESS

Newburgh Veterinary Hospital
1716 Route 300
Newburgh, NY 12550
(845)564-2660

TERMS

Net 30 Days

Canine

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

Invoice #

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/2/24	896782			359.15 ✓
7/6/24	897078			128.17 ✓
7/16/24	898222			175.16 ✓
7/19/24	898512			155.24 ✓
7/22/24	898786			16.00 ✓
			TOTAL	835.72

CLAIMANT'S CERTIFICATION

Dora M Cast

certify that the above account in the amount of \$

835.72

is true

and correct, that the name, services and descriptions 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.

7/26/24

DATE

Dora M Cast

SIGNATURE

Practice Mgr

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.

APPROVAL FOR PAYMENT

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

7-26-24

Date

[Signature]

Authorized Official

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:16a
Date: 07-02-24
Account: 19984
Invoice: 896782

Date	For	Qty	Description	Price	Discount	Net Price
07-02-24	26-24 Chase	1	Neuter/Canine 1-5YR	474.00	386.00	88.00 **
07-02-24		1	Anesthesia- Isoflurane	412.00	412.00	0.00 **
07-02-24		1	---BloodPressureMonitoring w/anes			0.00
07-02-24		1	---PulseOximeterMonitoring w/Anes			0.00
07-02-24		1	-CapnographMonitoring w/Anesthe			0.00
07-02-24		1	-----Recovery in Heated Cage			0.00
07-02-24		1	----Warm Water Blanket in Surgery			0.00
07-02-24		0.50	-HydromorphoneInject 2mg/ml Con			0.00
07-02-24		2.50	Penicillin G Inject / ml (in hosp)	32.47	16.23	16.24 **
07-02-24		1.50	-TelazolInject Control Log / ml			0.00
07-02-24		1	Lyme,HW,Ehrlichia,Anaplasma 4D	113.00	84.00	29.00 **
07-02-24		1	Canine Respiratory Complex- Bord	60.00	44.75	15.25 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
07-02-24		1	CONSULT / EXAM - Followup	51.50	25.75	25.75 **
07-02-24		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
07-02-24		1	PEDICURE	19.90	19.90	0.00 **
07-02-24		1	Skin Scraping (in oil x mites) in hos	52.50	26.25	26.25 **
07-02-24		1	ItchyDog RingPCR/SarcopElisa (ide206.00	103.00	103.00	0.00 **
07-02-24		20	Trazodone 100mg tablets #372993	26.75	25.19	1.56 **
07-02-24		10	Amoxicillin 250mg capsule #37299	21.75	21.15	0.60 **
07-02-24		1	Allergy preliminary panel (Idexx) 34	107.00	53.50	53.50 **

Total charges, this invoice...

359.15

**Total discount included: 1217.72

Your invoice total reflects our **13Stray Cat Accounts** discount.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:13a
Date: 07-06-24
Account: 19984
Invoice: 897078

Date	For	Qty	Description	Price	Discount	Net Price
07-06-24	Poppy 27-24	1	CONSULT / EXAM - Annual Wellne	88.00	59.00	29.00 **
07-06-24		1	CANINE RABIES / 1YEAR	60.00	42.00	18.00 **
07-06-24		14	Amoxicillin 250mg capsule #37320	22.63	21.79	0.84 **
07-06-24		1	Canine Dist/A2/Parainfluenza/Parvo	60.00	44.00	16.00 **
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis					
07-06-24		1	Canine Respiratory Complex- Bord	60.00	44.75	15.25 **
	Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.					
07-06-24		1	Lyme,HW,Ehrlichia,Anaplasma 4D	113.00	84.00	29.00 **
07-06-24		1	Dexamethasone Inject / ml Outpati	40.15	20.07	20.08 **
Total charges, this invoice...						128.17
**Total discount included: 315.61						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:13a
Date: 07-16-24
Account: 19984
Invoice: 898222

Date	For	Qty	Description	Price	Discount	Net Price	
07-12-24	26-24 Chase	45	Apoquel Chew 16mg #373673	146.25	48.15	98.10	**
07-12-24		1	K9 Z/D Ultra 8#	53.99	6.18	47.81	**
07-12-24		6	K9 Z/D Ultra Can	33.00	3.75	29.25	**
Total charges, this invoice...						175.16	
**Total discount included: 58.08							

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: 26-24 Chase (Weight: 48.9 lbs - 4y)		Last done
07/25	Canine Kennel Cough Vacc -1 ye	07-02-24
07/25	lyme,HW,Ehrlichia Accu Plus4(A	07-02-24
01/25	NexGard PLUS (6) 33.1-66lb	07-19-24
12/24	FECAL EXAM	
06/21	Pro-Heart 12 (51-100lbs)	
10/20	CANINE RABIES / 1YEAR	
09/20	CANINE DIST/A2/PI/PARVO 1Y	

26-24 Chase's weight history (in lbs)

06-18-24	48.90
----------	-------

LIKE US ON FACEBOOK.COM!

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

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



INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:13a
Date: 07-19-24
Account: 19984
Invoice: 898512

Date	For	Qty	Description	Price	Discount	Net Price
07-19-24	26-24 Chase	1	NexGard PLUS (6) 33.1-66lb	230.99	75.75	155.24 **

Total charges, this invoice... 155.24

**Total discount included: 75.75

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: 26-24 Chase (Weight: 48.9 lbs - 4y)		Last done
07/25	Canine Kennel Cough Vacc -1 ye	07-02-24
07/25	lyme,HW,Ehrlichia Accu Plus4(A	07-02-24
01/25	NexGard PLUS (6) 33.1-66lb	07-19-24
12/24	FECAL EXAM	
06/21	Pro-Heart 12 (51-100lbs)	
10/20	CANINE RABIES / 1YEAR	
09/20	CANINE DIST/A2/PI/PARVO 1Y	

26-24 Chase's weight history (in lbs)

06-18-24	48.90
----------	-------

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:13a
Date: 07-22-24
Account: 19984
Invoice: 898786

Date	For	Qty	Description	Price	Discount	Net Price
07-22-24	32-24 Charlie	1	CANINE RABIES / 1YEAR	60.00	42.00	18.00 **
Total charges, this invoice...						18.00
**Total discount included: 42.00						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

07/22/24

TOWN OF NEWBURGH

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

DEPARTMENT

Animal Control

CLAIMANT'S

NAME

AND

ADDRESS

Newburgh Veterinary Hospital
1716 Route 300
Newburgh, NY 12550
(845) 564-2660

TERMS

Net 30 Days

Feline

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
Total		
Abstract #		

Invoice #

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
6/25/24	895887		175.16	→
6/30/24	896524		150.50	→ 137.25
7/6/24	897074		150.61	→
7/6/24	897075		56.99	→
7/17/24	898262		149.00	→
7/18/24	898443		106.39	→
7/22/24	898870		26.46	→
7/23/24	898968		16.02	→
7/24/24	899129		83.00	→
7/24/24	899130		145.74	→
			TOTAL	1212.87

1191.62

CLAIMANT'S CERTIFICATION

I, Dora M Cast, certify that the above account in the amount of \$ 1212.87 is true and correct, that the same services and materials were rendered to or for the municipality on the dates stated, that no part has been paid or received, that taxes, from which the municipality is exempt, are not included, and that the amount claimed is actually due.

7/26/24

DATE

Dora M Cast

SIGNATURE

Practice Mgr

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.

7-26-24
Date

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:21a
Date: 06-25-24
Account: 4417
Invoice: 895887

Date	For	Qty	Description	Price	Discount	Net Price
06-25-24	16c-24	1	Weight Monitoring			0.00
06-25-24		1	FIV Elisa Negative			0.00
06-25-24		1	Feline Leukemia Elisa Negative			0.00
06-25-24		1	CONSULT / EXAM - Brief	51.50	25.75	25.75 **
06-25-24		1	NEUTER FELINE	152.00	105.50	46.50 **
06-25-24		1	Sedation	286.00	286.00	0.00 **
06-25-24		1	OSHA Compliance Biohazards Fee	11.40	11.40	0.00 **
06-25-24		0.10	BuprenorphineSR Inject/ml in hosp	41.40	41.40	0.00 **
06-25-24		0.50	Penicillin G Inject / ml (in hosp)	30.49	30.49	0.00 **
06-25-24		0.15	-TelazolInject Control Log / ml			0.00
06-25-24		1	FeLV/FIV ELISA in hosp	187.00	133.50	53.50 **
06-25-24		1	Feline Rabies Vaccine / Purevax 1y	62.00	40.75	21.25 **
Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.						
06-25-24		1	FELINE RHINO/PANLEUK/CALICI	48.00	32.75	15.25 **
Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.						
06-25-24		1	Revolution Plus Cat 5.5-11lb Singl	23.70	10.79	12.91 **
Total charges, this invoice...						175.16
**Total discount included: 718.33						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:20a
Date: 06-30-24
Account: 4417
Invoice: 896524

Date	For	Qty	Description	Price	Discount	Net Price
06-28-24	Jett 14k-24	1	Weight Monitoring			0.00
06-28-24		1	Feline Rabies Vaccine / Purevax 1y	62.00	40.75	24.25 *
	Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.					
06-28-24		1	Feline Rhino/Panleuk/Calicivirus #	48.00	32.75	15.25 **
	Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.					
06-28-24		6	Ayradia (Metro Oral Susp) K9 / ml	25.85	19.53	6.32 **
06-28-24		1	Pro Pectalin Gel 15ml #372738	33.80	16.22	17.58 **
06-28-24	Yin 13K-24	1	Weight Monitoring			0.00
06-28-24		1	Feline Rhino/Panleuk/Calicivirus #	48.00	32.75	15.25 **
	Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.					
06-28-24		1	Ophth- Terramycin Ophth Ointment	49.50	25.58	23.92 **
06-28-24		1	URINALYSIS (T760)	98.00	49.00	49.00 **
06-30-24		1	Amoxicillin Drops 15ml (50mg/ml)	34.83	24.90	9.93 **

Total charges, this invoice...

**Total discount included: 241.48

~~158.50~~

137.25

Your invoice total reflects our **13Stray Cat Accounts** discount.

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:20a
Date: 07-06-24
Account: 4417
Invoice: 897074

Date	For	Qty	Description	Price	Discount	Net Price
07-03-24	Whilomena 18c-2	1	Weight Monitoring			0.00
07-03-24		1	CONSULT / EXAM - Sick	97.50	62.50	35.00 **
07-03-24		1	FelV/FIV ELISA in hosp	187.00	133.50	53.50 **
07-03-24		1	Feline Rabies Vaccine / Purevax 1y	62.00	40.75	21.25 **
	Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.					
07-03-24		1	FELINE RHINO/PANLEUK/CALICI	48.00	32.75	15.25 **
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
07-03-24		1	Azithromycin 100mg/5ml suspensio	58.95	33.34	25.61 **
07-03-24			DIAGNOSIS: Upper Respiratory Infection			0.00
Total charges, this invoice...						150.61
**Total discount included: 302.84						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:20a
Date: 07-06-24
Account: 4417
Invoice: 897075

Date	For	Qty	Description	Price	Discount	Net Price
07-06-24	Orange 19k-24	1	CONSULT / EXAM - first pup/kitten	88.00	59.00	29.00 **
07-06-24		1	Otic- Tresaderm 15ml #373207	77.55	49.56	27.99 **
Total charges, this invoice...						56.99
**Total discount included: 108.56						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:19a
Date: 07-17-24
Account: 4417
Invoice: 898262

Date	For	Qty	Description	Price	Discount	Net Price
07-17-24	#22c-24	1	CONSULT / EXAM - Sick	97.50	62.50	35.00 **
07-17-24		1	Shelter euthanasia and body care f			114.00
Total charges, this invoice...						149.00
**Total discount included: 62.50						

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:19a
Date: 07-18-24
Account: 4417
Invoice: 898443

Date	For	Qty	Description	Price	Discount	Net Price
07-18-24	Coach 23K024	1	CONSULT / EXAM - Sick	97.50	62.50	35.00 **
07-18-24		1	Amoxicillin Drops 15ml (50mg/ml)	34.83	24.90	9.93 **
07-18-24		3	Gabapentin Solution 50mg/ml com	21.20	20.49	0.71 **
07-18-24		1	Feline Rhino/Panleuk/Calicivirus #	48.00	32.75	15.25 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
07-18-24		1	FeLV/ FIV Elisa SA260	148.00	102.50	45.50 **
Total charges, this invoice...						106.39
**Total discount included: 243.14						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Coach 23K024** (Weight: 2.2 lbs - 9w) Last done

11/24	FECAL EXAM
09/24	Rabies/Purevax Feline 1yr
09/24	Spay your pet at 5-6 months
08/24	FVRCP Feline #2

Coach 23K024's weight history (in lbs)

07-22-24	2.16
07-18-24	1.60

LIKE US ON FACEBOOK.COM!

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

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:18a
Date: 07-23-24
Account: 4417
Invoice: 898878

Date	For	Qty	Description	Price	Discount	Net Price
07-22-24	Coach 23K024	1	CONSULT / EXAM - Followup	51.50	25.75	25.75 **
07-22-24		1	Pet Insurance Review			0.00
	Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans					
07-22-24		3	Gabapentin Solution 50mg/ml com	21.20	20.49	0.71 **
Total charges, this invoice...						26.46
**Total discount included: 46.24						

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: **Coach 23K024** (Weight: 2.2 lbs - 9w) Last done

11/24	FECAL EXAM
09/24	Rabies/Purevax Feline 1yr
09/24	Spay your pet at 5-6 months
08/24	FVRCP Feline #2

Coach 23K024's weight history (in lbs)

07-22-24	2.16
07-18-24	1.60

LIKE US ON FACEBOOK.COM!

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

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

COPY

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:18a

Date: 07-23-24

Account: 4417

Invoice: 898968

Date	For	Qty	Description	Price	Discount	Net Price
07-23-24	Whilomena 18c-2	1	Weight Monitoring			0.00
07-23-24		1	CONSULT / EXAM - Medical Progr	68.00	34.00	34.00 **
07-23-24		1	Ocular Pressure(Glaucoma)Compl	71.00	35.50	35.50 **
07-23-24		1	Fluorescein Corneal Stain	34.50	17.25	17.25 **
07-23-24		1	Ophth- Neo/Poly/Dex Ophth Sol #3	31.31	23.67	7.64 **
07-23-24		1	Azithromycin 100mg/5ml suspensio	58.95	33.34	25.61 **
07-23-24		1	Nebulize sol/4oz(3.5 gent) #374424	82.05	41.03	41.02 **

Total charges, this invoice...

161.02

**Total discount included: 184.79

Your invoice total reflects our **13Stray Cat Accounts** discount.

LIKE US ON FACEBOOK.COM!

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

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

COF

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:17a
Date: 07-24-24
Account: 4417
Invoice: 899129

Date	For	Qty Description	Price	Discount	Net Price
07-24-24	Jett 14k-24	1 NEUTER FELINE	152.00	105.50	46.50 **
07-24-24		1 Feline Rabies Vaccine / Purevax 1y	62.00	40.75	21.25 **
		Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.			
07-24-24		1 FELINE RHINO/PANLEUK/CALICI	48.00	32.75	15.25 **
		Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.			
07-24-24		1 PEDICURE	19.90	19.90	0.00 **
07-24-24		0.10 BuprenorphineSR Inject/ml in hosp	41.40	41.40	0.00 **
07-24-24		0.20 Penicillin G Inject / ml (in hosp)	30.19	30.19	0.00 **
07-24-24		0.20 Onsior Inject/ ml (hosp)	34.02	34.02	0.00 **
07-24-24		0.04 -TelazolInject Control Log / ml			0.00
Total charges, this invoice...					83.00
**Total discount included: 304.51					

Your invoice total reflects our **13Stray Cat Accounts** discount.

Reminders for: Jett 14k-24 (Weight: 3.0 lbs - 18w)	Last done
07/25 Feline Rhino/Panleuk/Calici I/	
07/25 Rabies/Purevax Feline 1yr	07-24-24
05/25 Revolution 0-5lb Mauve Pup/Kit	05-31-24
11/24 FECAL EXAM	05-31-24

Doctor's Instructions

NEUTER FELINE

Your cat has been neutered. Please watch the surgical site for swelling or redness.

Jett 14k-24's weight history (in lbs)

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 07-26-24 at 9:17a
Date: 07-24-24
Account: 4417
Invoice: 899130

Date	For	Qty	Description	Price	Discount	Net Price
07-24-24	Yin 13K-24	1	OHE FELINE	397.00	309.00	88.00 **
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.					
07-24-24		1	-Isoflurane Gas Anesthesia			0.00
07-24-24		1	---PulseOximeterMonitoring w/Anes			0.00
07-24-24		1	-CapnographMonitoring w/Anesthe			0.00
07-24-24		1	-----Recovery in Heated Cage			0.00
07-24-24		0.10	BuprenorphineSR Inject/ml in hosp	41.40	41.40	0.00 **
07-24-24		0.20	Penicillin G Inject / ml (in hosp)	30.19	30.19	0.00 **
07-24-24		0.20	Onsior Inject/ ml (hosp)	34.02	34.02	0.00 **
07-24-24		0.04	-TelazolInject Control Log / ml			0.00
07-24-24		1	Feline Rabies Vaccine / Purevax 1y	62.00	40.75	21.25 **
	Today, your cat received the most advanced rabies protection available.PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.					
07-24-24		1	FELINE RHINO/PANLEUK/CALICI	48.00	32.75	15.25 **
	Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.					
07-24-24		1	PEDICURE	19.90	19.90	0.00 **
07-24-24		3	Onsior 6mg Individual Tabs #37447	36.95	25.64	11.31 **
07-24-24		1	Amoxicillin Drops 15ml (50mg/ml)	34.83	24.90	9.93 **

Total charges, this invoice...

145.74

**Total discount included: 558.55

Your invoice total reflects our **13Stray Cat Accounts** discount.

[Handwritten signature]



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#14
Lisa

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

CW

Date: July 24, 2024

Re: Part-time Building Inspector III

This is a request from Gerald Canfield, Code Compliance Supervisor, to start the hiring process to fill a part time Building Inspector III vacancy due to the resignation of Seth Woodbury. Thank you for your time in this matter.

#15A

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *two*
DATE: 1 August 2024
RE: SCADA Maintenance Service

Attached for your review and approval is Task Order #9 from GHD for continuation of SCADA maintenance service.

As the above requires Town Board action, I request that it be placed on the next available agenda.

Cc: D. Bertola, CAMO
R. Clum, Town Accountant
P. Hines, MHE

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



Our ref: 11152962

July 22, 2024

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

SCADA Maintenance Services

Dear Jim,

Please find the enclosed new work authorization to continue SCADA maintenance services for the Town. Our previous authorization (Task Order No. 8) is close to being exhausted. It can be reasonably expected moving forward, that there will be a need for the on-site operational staff to request assistance from the GHD Automation team to help troubleshoot and support various upgrades to the system. We estimate the effort at 2 hours per week for the next year. This effort will only be expended when required.

Continued System Support – 52 weeks: 104 hrs @ \$169/hr = \$17,576

Project Management – 12 months: 12 hrs @ \$202/hr = \$2,424

Total Requested Funding: \$20,000

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

Regards

A handwritten signature in black ink, appearing to read "E. Porter".

Edward Porter
Sr. Project Manager

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

A handwritten signature in black ink, appearing to read "Kevin Castro".

Kevin Castro, PE
Project Director

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

Copy to: Jeff Gee, GHD

**EXHIBIT A
TASK ORDER NO. 9**

3. Owner's Responsibilities

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

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

4. Payments to Engineer

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

Category of Services	Compensation Method	Lump Sum or Estimate of Compensation for Services
Basic Services (Study and Report, Preliminary Design, Final Design, Bidding or Negotiating, Construction Phase)	Standard Hourly Billing Rates Plus Reimbursable Expenses	Not-to-Exceed \$20,000

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

5. Other Modifications to Agreement: None

6. Attachments: None

7. Documents Incorporated By Reference

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

The Effective Date of this Task Order is **July 18, 2024**.

OWNER:

TOWN OF NEWBURGH, NEW YORK

By: _____
Name: Gil Piaquadio
Title: Supervisor

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

ENGINEER:

GHD CONSULTING SERVICES INC.

By: 
Name: Kevin Castro
Title: President

Engineer License or Firm's
Certificate No. 0070882
State of: New York

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

EXHIBIT A TASK ORDER NO. 9

Task Order

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

1. Specific Project Data

A. Title: SCADA Maintenance Services

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

2. Services of GHD

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

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

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

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

Name	Email	Phone
Marcos Gonzalez	marcos.gonzalez@ghd.com	914-703-4668
Abin Madhu	abin.madhu@ghd.com	604-248-3664
Mike O'Donnell	michael.o'donnell@ghd.com	716-983-6926
Jeff Gee	jeff.gee@ghd.com	716-799-5364

#15D

TOWN OF NEWBURGH

TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, Engineers for the Town

DATE: 7 August 2024

RE: Polo Club
Town of Newburgh PB Project 2018-12
Section 39, Block 1, Lot 1, 2.12
Stormwater Securities

The subject project has conditional final approval for a multi-family senior apartment complex. The project includes 242 rental units and 21 buildings. 27 of the apartments will be restricted for use by seniors under the Town of Newburgh's Town Code. Applicant's representatives have prepared a cost estimate for the Stormwater and Soil Erosion Sediment Control. The cost estimate has been prepared by the applicant's engineers Engineering & Surveying Properties. A cost estimate in the amount of \$730,027.50 is identified. (attached) In accordance with the Town of Newburgh Town Code a 4% inspection fee will be \$29,200.

Establishment of the Stormwater Security requires Town Board action.

Enclosure: Stormwater Improvements Cost Estimate

Cc: John P. Ewasutyn, Planning Board Chairman
Gerald Canfield, Code Compliance Supervisor

<div>ENGINEERING & SURVEYING PROPERTIES</div> <div>Achieving Successful Results with Innovative Designs</div>		PRELIMINARY BOND ESTIMATE				
		WO. NO. 114.01	DATE 02/16/22	REVISED	SHEET 1	OF 1
PROJECT TITLE The Polo Club		LOCATION Town of Newburgh				
CALCULATED BY MP	APPROVED BY RW	REF DRAWING(S) DWG LAST REV. 10/01/2021				
Description		Quantity Required	Unit	Unit Price	Total Price	
Drainage Improvements (Private Improvements)						
Catch Basin		45	EA	\$4,888.00	\$219,960.00	
Stormwater Pipe (15")		3,544	LF	\$75.00	\$265,800.00	
Stormwater Pipe (18")		240	LF	\$92.00	\$22,080.00	
Stormwater Pipe (24")		170	LF	\$101.75	\$17,297.50	
End Section (HDPE)		13	EA	\$815.00	\$10,595.00	
Rip Rap Drainage Pads		79	SY	\$120.00	\$9,480.00	
Drainage Manholes		3	EA	\$5,248.00	\$15,744.00	
Perforated Pipe/ Stone Underdrain		115	LF	\$35.40	\$4,071.00	
Outlet Structure		3	EA	\$5,000.00	\$15,000.00	
Stormwater Pond		5	EA	\$30,000.00	\$150,000.00	
				SUB TOTAL		\$730,027.50

#15E

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 7 August 2024
RE: Polo Club Landscape Cost Estimate
Town of Newburgh PB Project 2018-12
Section 39, Block 1, Lot 1, 2.12

The Town of Newburgh's Landscape Architect, Karen Arent has approved a cost estimate for the subject project. Karen Arent recommends that the Board approve Landscape Security in the amount of \$521,970.00 and Landscape Inspection Escrow in the amount of \$4,000.

Establishment of the Landscape Security requires Town Board action.

Enclosure: Karen Arent Landscape Architect memo dated 3/28/22

Cc: John P. Ewasutyn, Planning Board Chairman
Gerald Canfield, Code Compliance Supervisor

KALA

Karen Arent Landscape Architect

Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: March 28, 2022

Subject: The Polo Club Landscape Cost Estimate

Town Project Number: 2018-12

Consultant: Engineering & Surveying Properties

Cc: Pat Hines, Chairman John Ewasutyn and the Town of Newburgh Planning Board,
Dominick Cordisco, Gerald Canfield, Scott Manley, Ross Winglovitz

COMMENTS:

The landscape cost estimate for The Polo Club was reviewed. Unit costs are reasonable and the landscape bond is recommended for approval. We recommend that the board approve a landscape security in the amount of \$521,970. The landscape inspection escrow amount for this project is \$4,000.

#156

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, Engineers for the Town *18 AH*

DATE: 6 August 2024

RE: **Award Professional Services Contract to H2M Engineers for painting and repairs to the Frozen Ridge water storage tank and demolition of Meadow Hill water storage tank No. #1**

H2M Engineers has performed an evaluation of the Town's water storage tanks with regards to required maintenance and painting.

H2M recommended the overcoat painting of the Frozen Ridge Road water tank. This project was recommended to be prioritized as the exterior of the tank is in a condition that cleaning and overcoating now will prevent the need to completely rehabilitate the tank.

The Town removed the Meadow Hill water storage tank from service over ten years ago. The Town identified that the tank should be removed. We recommend that H2M be authorized to prepare plans and specifications for the removal of the Meadow Hill tank #1.

The Engineering Dept solicited a proposal from H2M Engineers to prepare plans, reports, and specifications for both tank painting and tank removal projects.

The cost proposal for the plans and specs for tank painting and tank removal are \$39,800.00 and \$12,700.00 respectively.

Town Board action is required to authorize H2M to perform these professional services.

Cc: J. Osborne, Town Engineer
R. Clum, Town Accountant
M. Taylor, Town Attorney
S. Grogan, CAMO



architects + engineers

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

May 23, 2024

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

**Re: Town of Newburgh – Water Department
Proposal for Engineering Services
Exterior Overcoat of the Frozen Ridge Water Storage Tank &
Demolition of the Meadow Hill Water Storage Tank No. 1
H2M Proposal No.: LP240613**

Dear Mr. Osborne:

As per your request, H2M architects + engineers (H2M) is pleased to present this proposal to provide engineering services for the preparation of plans and specifications and Regulatory related services for the Exterior Overcoat of the 750,000 gallon Water Storage Tank, as well as the preparation of plans and specifications for the Demolition of the Meadow Hill Water Storage Tank No. 1.

As you are aware, an inspection of the 0.75MG Frozen Ridge Water Storage Tank was conducted in July 2023 where it was recommended that the exterior of the tank be overcoated in the next 1-2 years to extend the service life of the existing coatings system. Additionally, Tank No. 1 at Meadow Hill has been out of service for over ten years. A second, larger tank was constructed in 1971, therefore Tank No. 1 no longer provides the water system with a useful storage volume.

The recommended project scope for Frozen Ridge includes:

- Pressure wash of the tank exterior utilizing a salt remover and degreaser additive.
- Power tool clean areas of exterior corrosion and epoxy prime the prepared areas.
- Overcoat the tank exterior with a penetrating epoxy primer and DTM acrylic.
- Replace the existing tank roof vent with a new AWWA/Ten States approved vent.
- Install a ladder safety climb device to the existing exterior tank access ladder.
- Modify the existing tank overflow pipe outlet with an insect screen.
- Apply an abrasive to the exterior tank access ladder rungs during painting for compliance with current OSHA requirements.

The recommended project scope for Meadow Hill Tank No. 1 includes:

- Demolition of the existing steel tank structure.
- Cut and cap tank inlet and outlet water mains.
- Demolish existing tank foundation to approximately 18-inches below grade.
- Topsoil and seed restoration over the existing remaining foundation.

H2M proposes to provide the following engineering services to assist the Town with these projects:



EXTERIOR OVERCOAT OF THE FROZEN RIDGE WATER STORAGE TANK

Task 1 – Detailed Design

- Prepare design documents for publicly bidding a single construction contract. The design documents will consist of plans, technical specifications, and contract administrative documents associated with the proposed exterior overcoat of the Frozen Ridge Water Storage Tank.
- Sampling and testing of four soil samples and one exterior paint sample for heavy metals content (TCLP) method. Sampling results will be included in the as an appendix in the specification manual for contractor reference and worker protection requirements.
- Review documents with Town personnel and make any necessary revisions from Town comments.
- Prepare the required Engineer's report for submission to the Orange County Department of Health associated with the required permit application.
- This task assumes that a temporary pump/pressure system is not required for the scope of work.

Task 2 – Water System Operations Evaluation

- Meet with Town water system operators to review system operations to determine what, if any, alternative operations are required while the Frozen Ridge Water Storage Tank is off-line during the work.
- Review associated system pressure, tank level, and other pertinent documents related to system operations.
- Provide a written memo detailing the potential options and recommendations for system operation while the Frozen Ridge water storage tank is off-line.
- If a temporary pump/pressure system is required, H2M will provide an additional proposal for design services associated with this scope of work.

Task 3 – Regulatory Review Submissions

- Prepare the required application forms and supporting documentation for submission to the Orange County Department of Health, inclusive of the previously prepared Engineer's report, for review and approval of water supply improvement.
- Respond to Health Department comments, revise the drawings and resubmit as required to obtain approvals.
- Permit fees, if required, are to be paid by the Town.
- This task assumes no applications need to be made to local planning board, building department, etc.

DEMOLITION OF THE MEADOW HILL WATER STORAGE TANK NO. 1

Task 1 – Detailed Design

- Prepare design documents for publicly bidding a single construction contract. The design documents will consist of plans, technical specifications, and contract administrative documents associated with the proposed demolition of the Meadow Hill Water Storage Tank No. 1.

- Sampling and testing of four soil samples and one exterior paint sample for heavy metals content (TCLP) method. Sampling results will be included in the as an appendix in the specification manual for contractor reference and worker protection requirements.
- Review documents with Town personnel and make any necessary revisions from Town comments.

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

Task	Description	Fee Type	Fee
Exterior Overcoat of the Frozen Ridge Water Storage Tank			
1	Detailed Design	Lump Sum	\$30,800.00*
2	Water System Operations Evaluation	Hourly Rates**	\$5,200.00
3	Regulatory Submissions	Lump Sum	\$3,800.00
4	Bidding & Award	Lump Sum	TBD
5	Construction Administration	Lump Sum	TBD
6	Progress Meetings	Hourly Rates	TBD
7	Construction Observation	Hourly Rates	TBD
Subtotal:			\$39,800.00
Demolition of the Meadow Hill Water Storage Tank No. 1			
1	Detailed Design	Lump Sum	\$12,700.00*
2	Bidding & Award	Lump Sum	TBD
3	Construction Administration	Lump Sum	TBD
4	Progress Meetings	Hourly Rates	TBD
5	Construction Observation	Hourly Rates	TBD
Subtotal:			\$12,700.00
Total:			\$52,500.00***

(*) – Fee includes \$750.00 for laboratory sampling, Pace Labs.

(**) – This task will be billed at hourly rates with an estimated maximum fee of \$5,200.00. Should this task require additional effort beyond what has been estimated, H2M will advise the Town and provide an additional proposal prior to exhausting this fee amount.

(***) – Assumes that both projects will be designed concurrently such that the initial kick off meeting and review meetings will occur at the same time.

We appreciate the opportunity to provide the Town of Newburgh with these services and if you have any questions, please feel free to contact our office.

Very truly yours,

H2M architects + engineers

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

JRC/AMT/amt

Anthony M. Trombino
Sr. Discipline Engineer



PROPOSAL AGREED & ACCEPTED BY:

Signature: _____
Print
Name: _____
Title: _____
Client: _____
Address: _____

Date: _____



H2M Standard Terms & Conditions

Client	Town of Newburgh
Site	Frozen Ridge and Meadow Hill Water Storage Tank Sites
Services	Ext. Overcoat of Frozen Ridge Water Storage Tank & Demolition of Meadow Hill Tank No. 1 H2M Proposal No.: LP240613

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

H2M's Rep. **John R. Collins**
 Phone/E-Mail **631-756-8000, 1357 | jcollins@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 no 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	John R. Collins
Title	Vice President
Date	

#15H

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 7 August 2024
RE: Newburgh Assembly of God - Landscape Security Release
Town of Newburgh PB Project 2000-19

The Town of Newburgh has received a request for a release of a Landscape Performance Bond which was posted in 2005 for the subject project. All work on the project has been complete for many years. Based on the time that has lapsed we take no exception to the Town acknowledging release of the Performance Bond. It is noted that the original bond cannot be located at this time in the Town's files.

Release of the 2005 Landscape Security requires Town Board action.

Enclosure: Memorandum dated 8/12/2005 from Mark C. Taylor

Cc: John P. Ewasutyn, Planning Board Chairman
Gerald Canfield, Code Compliance Supervisor
Mark C. Taylor, Town Attorney

MEMORANDUM

TO: KATHERINE OTIS, RECORDS MANAGEMENT CLERK
JOHN EWASUTYN, PLANNING BOARD CHAIRMAN

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: NEWBURGH ASSEMBLY OF GOD LANDSCAPING PERFORMANCE
SECURITY; SELECTIVE INSURANCE COMPANY OF AMERICA SITE
PLAN BOND NO. b 1012921 IN THE AMOUNT OF \$147,000.00
OUR FILE NO. 800.1(E)(14)(2005))

DATE: AUGUST 12, 2005

The attached site plan bond representing **performance security only** for landscaping for the Newburgh Assembly of God church on D'Alfonso Road is acceptable as to form. (This is a facsimile copy. I understand the original letter of credit is being delivered directly from the Planning Board office to the Records Management Clerk).

Please note, a separate satisfactory maintenance security for at least a two year period must be provided prior to issuance of a certificate of occupancy.

MCT/sel

Enc.

cc: Hon. Wayne C. Booth, Supervisor
Andrew Zaurtskie, Town Clerk
James Osborne, Town Engineer
Jacqueline Calarco, Town Accountant
Gerald Canfield, Code Compliance Supervisor
Michael Donnelly, Esq., Planning Board Attorney

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that to be certified an act of terrorism the event must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

Coverage for acts of terrorism is already included in your current bond. In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage for terrorist acts certified under that Act.

DISCLOSURE OF PREMIUM

Your current bond includes coverage for terrorist acts certified under the Act for no additional premium.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

SITE PLAN BOND

Bond No. B 1012921

KNOW ALL MEN BY THESE PRESENTS, That we
Newburgh Assembly of
God, Inc.
of PO Box 2635 Newburgh, NY 12550

as principal, and SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey Corporation
with its principal office at Branchville, NJ, as Surety, are held and firmly bound unto
Town of Newburgh

of 1496 Route 300 Newburgh, NY 12550
in the sum of One Hundred Forty Seven Thousand Dollars

(\$ 147000)

for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

The Condition of the obligation is such that, whereas, the above bounden
Newburgh Assembly of
God, Inc.
has applied to

Town of Newburgh

for Site Plan Landscaping improvements.

but before so issuing, the Town of Newburgh desires guarantee that certain
site improvements be done in accordance with the Municipal
Engineer's recommendation.

NOW, THEREFORE, if principal shall, faithfully observe and honestly comply with such
Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond,
then this obligation shall become void and of not effect, otherwise to be and remain in full force and
virtue.

Signed, Sealed and Dated this 5th day of August , 2005 .
Newburgh Assembly of
God, Inc.

Principal

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Attorney-in-Fact
Mary MacEntee

ACKNOWLEDGMENT OF PRINCIPAL

(Individual or Partnership)

Bond No. B 1012921

STATE OF _____
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally appeared the above named _____

to me known and known to me to be the same described in and who executed the above instrument and dully acknowledged the execution of the same.

Notary Public _____ County**(Corporation)**STATE OF _____
COUNTY OF _____ } ss:

On this _____ day of _____, _____, before me personally appeared _____

to me known, who, being by me duly sworn, did depose and say that he/she resides in _____

that he/she is the _____ of _____
the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order._____
Notary Public _____ County**ACKNOWLEDGMENT OF SURETY**STATE OF _____
COUNTY OF _____ } ss:

On this _____ 5th day of _____ August, _____, 2005, before me personally appeared _____ Mary MacEntee

to me known, who, being by me

duly sworn, did depose and say that he/she resides in _____

that he/she is the _____ Attorney-in-Fact _____ of the

Selective Insurance Company of America 40 Wantage Avenue Branchville, NJ 07890

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that

the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said

corporation and that he/she signed his/her name thereto by like order; and deponent further says that he/she is acquainted

with _____ Mary MacEntee and knows him/her to be the

Attorney-in-Fact subscribed to the within instrument is in the genuine handwriting of the said _____ Mary MacEntee

and was subscribed thereto by like order of the Board of Directors in the presence of deponent.

Notary Public _____ County



NO: B 1012921

PRINCIPAL

OBLIGEE

BOND

RATING SUMMARY

TOTAL COMM:

NUMBER: 001170100000

B-869 (4/92)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond Number B 1012921

Site Plan

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Selective Insurance Company of America, a New Jersey corporation having its principal office in Branchville, State of New Jersey, pursuant to Article VII, Section 13 of the By-Laws of said Company, to wit:

"The Chairman of the Board, President, any Vice Presidents or the Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Company and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Company's name and seal with the Company's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby make, constitute and appoint **Mary MacEntee**

its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in the nature of a bond subject to the following limitations:

One Hundred Forty Seven Thousand Dollars

and to bind the Selective Insurance Company of America thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Selective Insurance Company of America, and all the acts of said Attorney are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Selective Insurance Company of America has caused these presents to be signed by its Senior Vice President and its corporate seal to the hereto affixed this 5th day of

August, 2005

Selective Insurance Company of America
BY: Antonio C. Albanese
Antonio C. Albanese, Senior Vice President
1926

State of New Jersey
County of Sussex

On this 5th day of August, 2005 before the subscriber a Notary Public of the State of New Jersey in and for the County of Sussex duly commissioned and qualified, came Antonio C. Albanese of the Selective Insurance Company of America, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is an officer of said Company aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the Company; that Article VII, Section 13 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Branchville, New Jersey this 5th day of August, 2005

JUDITH E. CHAMBERLAIN
Notary Public of New Jersey
Commission Expires 10/17/2008

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of Selective Insurance Company of America at a meeting day called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking....."

I, Patricia A. Fulkrod, Assistant Secretary of the Selective Insurance Company of America, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Branchville, New Jersey this 5th day of August, 2005

Patricia A. Fulkrod
Assistant Secretary

B-91 (10/03)

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right hand corner of this power of attorney, contact us at 973-948-3000.

Selective Insurance Company of America
Selective Way Insurance Company
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond Number B 1012921

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following statement of Selective Insurance Company of America is true as taken from the records of said Company as of December 31, 2004.

ADMITTED ASSETS

Bonds.....\$ 1,179,061
Preferred stocks-at convention values51,458
Common stocks-at convention values206,308
Subsidiary common stock-at convention values25,740
Short-term investments.....37,370
Mortgage loans on real estate (including collateral loans).....3
Other invested assets44,079
Interest and dividends due or accrued.....14,231
Premiums receivable.....300,582
Other admitted assets.....65,495

(in thousands)\$1,924,327

LIABILITIES AND SURPLUS

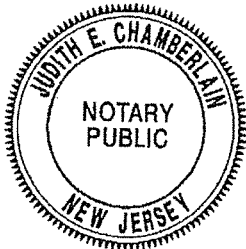
Reserve for losses and loss expenses.....\$ 896,394
Reserve for unearned premiums357,340
Provision for unauthorized reinsurance424
Contingent commissions.....37,119
Other accrued expenses.....32,061
Other Liabilities137,486
Total Liabilities1,460,824
Surplus as regards policyholders463,503

(in thousands)\$1,924,327

I further certify that the following is a true and exact excerpt from Article VII, Section 13 of the By-Laws of the Selective Insurance Company of America which is still valid and existing.

"The Chairman of the Board, President, any Vice Presidents or the Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Company and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Company's name and seal with the Company's seal, bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her".

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of said Company, this 7th day of February, 2005.



Michael Schumaker

Vice President

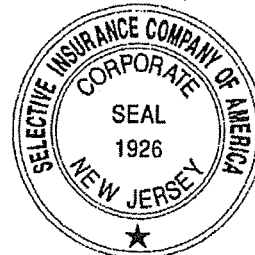
Corporate Secretary & Corporate Governance Officer

Subscribed and Sworn to me on this 7th day of February, 2005.

Judith E. Chamberlain

Notary Public

My Commission Expires October 17, 2008





#151

1 August 2024

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: SUPERVISOR GILBERT PIAQUADIO

**SUBJECT: RECOMMENDATION FOR AWARD OF DELAWARE AQUEDUCT TAP WATER
TREATMENT PLANT INFLUENT VALVE MODIFICATION
MHE JOB NO. 22-127**

Dear Supervisor Piaquadio and Board Members,

The Town received bids for the Delaware Aqueduct Tap Water Treatment Plant Influent Valve Modification on 1 August 2024.

2 bids were received for the project as outlined in the table below.

Company Name	Bid Amount
TAM Enterprises Inc.	\$228,882.00
J Squared Construction	\$274,800.00

The proposal scope involves the installation of an additional influent control valve, associated piping and isolation valves at the existing water plant. Electrical and controls are not included in the project scope.

Our office has contacted TAM Enterprises Inc., and discussed the project scope and schedule, and they understand the constraints and complexity of the work inside the facility. We have previously worked with TAM Enterprises, Inc. on other projects with satisfactory performance. Based on this history and the positive feedback from the provided references, it is our opinion that they are capable of completing the project work in a professional manner.

Based on the above, it is our recommendation that, if funding permits, the Town award the Delaware Aqueduct Tap Water Treatment Plant Influent Valve Modification Project to TAM Enterprises, Inc., in a base bid amount of \$228,882.00. If the Town so decides, a Notice of Award should be sent to the Contractor as soon as possible.

If you have any questions regarding this recommendation or if you require additional information please contact me at your convenience.

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

Respectfully submitted,

MHE Engineering, D.P.C.

A handwritten signature in cursive script that reads "Quinn Mullarkey".

Quinn Mullarkey, E.I.T

Project Engineer

QMM/ltn