

#5



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: INTRODUCTORY LOCAL LAW AMENDING SECTIONS
166-4 AND 166-18 OF CHAPTER 166 ENTITLED
"TAXATION" OF THE CODE OF THE TOWN OF
NEWBURGH: DEFINITIONS OF ANNUAL INCOME FOR
EXEMPTIONS FOR PERSONS 65 YEARS AND OLDER
AND FOR PERSONS WITH A DISABILITY AND
PROVIDING FOR PUBLIC NOTICE AND PUBLIC
HEARING
OUR FILE NO. 800.1(B)() (2023)

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

DATE: November 3, 2023

Enclosed please find for the Town Board's consideration following the close of the public hearing scheduled for November 13, 2023 please find a draft Resolution of Adoption of the proposed Local Law..

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

MCT:sel
Enc.

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Joseph P. Pedi, Receiver of Taxes (via e-mail)
Molly Carhart, Assessor (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall,
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the 14th day of
February, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF ADOPTION
OF LOCAL LAW
AMENDING CHAPTER 166
ENTITLED "TAXATION"
OF THE CODE OF
THE TOWN OF NEWBURGH:
DEFINITIONS OF ANNUAL INCOME FOR
EXEMPTIONS FOR PERSONS 65 YEARS
OF AGE AND OLDER AND
FOR PERSONS WITH A
DISABILITY

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

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 23rd
day of October, 2023 introducing and ordering a public hearing to be held on the 13th day of
November, 2023 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on proposed
Local Law No. _ of the Year 2023 entitled "A Local Law Amending Chapter 166 entitled
"Taxation" of the Code of the Town of Newburgh: Definitions of Annual Income for Exemptions for
Persons 65 Years and Over and For Persons with A Disability"; and

WHEREAS, a notice of Public Hearing was duly advertised on the ____ day of October,
2023 in The Mid-Hudson Times and posted on the Town Clerk's sign board on the __th day of
October, 2023; and

WHEREAS, the Public Hearing was duly held on the 13th day of November, 2023 at 7:00
o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance
were permitted to speak on behalf or in opposition of the proposed Local Law or any part thereof;
and

WHEREAS, the adoption of said Local Law amending the Municipal Code's provisions on
the real property assessment exemptions for persons 65 years and over and persons with disabilities
to conform with amended State law constitutes a legislative action pertaining to routine or
continuing agency administration and management, not including new programs or major reordering
of priorities that may affect the environment, and accordingly is a Type II Action under the State
Environmental Quality Review Act; and

WHEREAS, due to the introduction or adoption of intervening local laws, said Local Law
shall be designated as Town of Newburgh Local Law No. __ of the Year 2023 upon filing; and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law #__ of 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh: Definitions of Annual Income for Exemptions for Persons 65 Years and Over and For Persons with Disabilities ".
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted

**INTRODUCTORY LOCAL LAW NO. _ OF THE YEAR 2023
AMENDING SECTIONS 166-4 AND 166-18
OF CHAPTER 166 ENTITLED "TAXATION"
OF THE MUNICIPAL CODE OF THE TOWN OF NEWBURGH:
DEFINITIONS OF ANNUAL INCOME FOR
EXEMPTIONS FOR PERSONS SIXTY-FIVE YEARS OF AGE OR OVER
AND FOR PERSONS WITH A DISABILITY**

BE IT ENACTED by the Town Board of the Town of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Sections 166-4 and 166-18 of Chapter 166 entitled 'Taxation' of the Municipal Code of the Town of Newburgh: Definitions of Annual Income for Exemptions for Persons Sixty-Five Years of Age or Over and for Persons with a Disability".

SECTION 2 – AMENDMENT TO SECTION 166-4

The definition of "Annual Income" in Section 166-4 "Definitions" of Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh is hereby amended to read as follows:

"ANNUAL INCOME

The income of the owner or combined income of the owners of the property for the second latest income tax year ~~immediately~~ preceding the date of making application for exemption. Any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance. Veteran's disability compensation as defined in Title 38 of the United States Code shall be excluded from the computation of income."

SECTION 3 – AMENDMENT TO SECTION 166-18

The definition of "Annual Income" in Section 166-18 "Definitions" of Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh is hereby amended to read as follows:

"ANNUAL INCOME

In accordance with § 459-c of the Real Property Tax Law, the income of the owner or combined income of the owners of the property for the second latest income tax year immediately preceding the date of making application for exemption. Any such income shall be offset by all medical and prescription drug expenses actually paid which were not reimbursed or paid for by insurance. Veteran's disability compensation as defined in Title 38 of the United States Code shall be excluded from the computation of income."

SECTION 4 - NO RETROACTIVE EFFECT

The annual income limits for exemptions for persons 65 years and older and persons with a disability which are increased by the amendments contained in Sections 2 and 3 above shall apply to assessed valuations for the March 1, 2024 taxable status date and thereafter. The amendment shall not apply retroactively.

SECTION 5 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 - EFFECTIVE DATE

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

#6A

TOWN OF NEWBURGH

AUDIT # 21

DATE: November 13, 2023

TOTAL OF ALL PAYMENTS: \$ 2,047,046.01

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,047,046.01 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 : NOV 13 2023

Town Clerk Office

Town Board:

Town Board Meeting November 13, 2023

#6B

Review Status Report and Budget Status Report for October 2023



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
Cc: Town Board
From: Ronald E Clum, Town Accountant
Date: October 31, 2023
RE: Cash Transfers – Due to / froms

In reviewing the cash positions of certain small funds and projecting their respective cash positions to December 31, 2023 I became aware that there needs to be three cash transfers to correct a negative cash position at year end.

Roseton Sewer District will need \$207,000 from Crossroads Consolidated Sewer District, Chesterfield Court Drainage District will need \$1,900 from Amberfields Drainage District and Blue Sky Drainage District will need \$2,500 also from Amberfields.

I am looking for a motion authorizing these due-to / due-from transactions. Once approved I will move the money accordingly.

These will all be paid back to the funding funds as soon as possible.

Thank You



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

MEMO

TO: Town Board
and Gil Piaquadio

FROM: Ronald E Clum, CPA, Town Accountant

Date: September 25, 2023

RE: Budget Equipment Purchased to the Recreation Building

Upon review of the adopted 2023 budget, I noticed that there were several items that were budgeted in which we are not planning to purchase now. They are detailed below:

| | |
|--|------------------|
| • Desmond Property Equipment (A.1629.5200) | 60,000 |
| • Central EDP – Code Software (A.1680.5200) | 115,000 |
| • Safety Inspection – New Software (A.3620.5200) | 70,000 |
| Total | \$245,000 |

Currently, I am asking for board approval to move these budgeted equipment purchases to the Interfund transfer line (A.9902.5900). Once the budget adjustment is approved, I will move the \$245,000 cash to the Recreation Building Capital Account to pay for the future building.

If there are any questions, please let me know.

Approved by the Board

#6E



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

Date: 11/2/2023

Is the budget adjustment under \$7,500 ? Yes _____ No X

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed Emergency sewer line repair on Gidney Avenue


| | | |
|-----------------------|---|----------------------------|
| From: Account Number: | <u>8130.5458.5010</u> | |
| Account Description: | <u>Repairs to Transmission/ Collection System</u> | Amount: <u>\$9,000.00</u> |
| From: Account Number: | <u>8130.5459.5010</u> | |
| Account Description: | <u>Chemicals</u> | Amount: <u>\$10,000.00</u> |
| From: Account Number: | <u>8130.5499.5010</u> | |
| Account Description: | <u>Other Expenses</u> | Amount: <u>\$20,000.00</u> |

.....

| | | |
|----------------------|-----------------------------------|----------------------------|
| To: Account Number: | <u>8130.5473.5010</u> | |
| Account Description: | <u>Repairs to Treatment Plant</u> | Amount: <u>\$39,000.00</u> |

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

.....



Department Head Signature

Gil Piaquadio, Town Supervisor

#6F



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

Date: 11/2/2023

Is the budget adjustment under \$7,500 ? Yes X No

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To cover over expenditures – Per Ron Clum

From: Account Number: 8130.5452.5010
Account Description: Vehicle Contract Repairs Amount: \$12,000.00

To: Account Number: 8130.5472.5010
Account Description: Consultant Fees Amount: \$12,000.00

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

Department Head Signature

Gil Piaquadio, Town Supervisor



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
Cc: Town Board
From: Ronald E Clum, Town Accountant
Date: October 31, 2023
RE: Budget Adjustments

In reviewing the year end 2023 Budget Status Report I noticed that the following accounts were over-budget and will need the following Budget Adjustments due to unanticipated expenditures throughout the year.

At your next Board Meeting could you approve, accordingly.

Thank You

| <u>INCREASE ACCOUNT</u> | <u>DECREASE ACCOUNT</u> | <u>AMOUNT</u> |
|---|------------------------------------|---------------|
| A-1420-5403 Legal-Litigation Defense | A-1990-0000 Contingency Account | \$63,000.00 |
| A-1625-5474 B&G Police- Repairs | A-1990-000 Contingency Account | \$107,000.00 |
| A-1628-5474 B&G Code-Repairs | A-1990-0000 Contingency Account | \$20,000.00 |
| A-1629-5474 B&G-Desmond-Repairs | A-1990-0000 Contingency Account | \$23,000.00 |
| A-1910-5499 Unallocated Insurance | A-1990-0000 Contingency Account | \$ 27,000.00 |

#6H



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
Cc: Town Board
From: Ronald E Clum, Town Accountant
Date: November 9, 2023
RE: Budget Transfers – A/C Units at Police Building

The 2023 budget included a \$75,000 budgeted line item to Building and Grounds – Public Service Building for a new generator (A.1622.5200). This item does not plan on being purchased at this time and we had to replace the air conditioners at the Police Station (A1625.5200) under an emergency contract.

I am looking for a motion for a budget transfer of \$75,000 from A1622.5200 to A.1625.5200.

If you have any questions, please see me.

Thank You

#7A



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

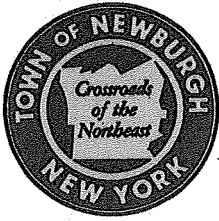
To: Supervisor Piaquadio ✓
Town Board

From: Charlene M Black, Personnel

Date: November 7, 2023

Re: Part-time Police Officer – Christian D'Andrea

I have attached a letter from Chief Campbell requesting approval to hire Christian D'Andrea as a part-time Police Officer. Chief Campbell would like to hire Mr. D'Andrea on November 14th, 2023 with a salary of \$26.78 per hour. Mr. D'Andrea has completed his paperwork and has gone for his physical, drug/alcohol testing, and fingerprints due to the short time frame we had. Thank you in advance for your time in this matter.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

November 6, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Police Officer Position

I am requesting authorization to hire Christian D'Andrea as a part-time police officer at a rate of \$26.78 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. Mr. D'Andrea has put himself through Phase I of the Police Academy and we are looking to send him to Phase II which begins on November 15th. For that reason I am requesting a start date of November 14th 2023. (Fund appropriation # 001-3120-0100-000).

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Christian D'Andrea

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$26.78 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001 - 3120 - 0100 - 000

PROPOSED HIRE DATE: 11/14/23

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


DEPARTMENT HEAD SIGNATURE

11/6/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#9A

TOWN OF NEWBURGH

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

October 30, 2023

To: Supervisor Piaquadio
Deputy Supervisor Manley
Ron Clum Accountant

From: Gerald Canfield Code Compliance Supervisor *GC/-*

Re: Purchase Copier Zoning Board/Planning

Attached please find State bid pricing for the purchase of a new copier for the Zoning Board and Planning Board located in the Zoning Board office. Although this item has not been budgeted in the 2023 Budget, the untimely state of disrepair of this unit presents the need for replacement. I wish the Board's consideration for a transfer of funds to purchase this unit.

Cc: Zoning Board
Planning Board



TOSHIBA BUSINESS SOLUTIONS
NYS CONTRACT PURCHASE & MAINTENANCE PROGRAM
Toshiba e-Studio 2525AC

New York State Contract PM68135 Purchase Pricing:

| | |
|-------------------------------|------------------------|
| Toshiba ES 2525AC | \$3,997.27 |
| <u>Accessories:</u> | |
| MR3033 Document Feeder | \$333.43 |
| STAND5015 Cabinet | \$117.99 |
| GD1370N Internal Fax | <u>\$293.02</u> |
| Total: | \$4,742.71 |

Toshiba Total Quality Maintenance Includes:

- **\$70.98/month**
- **36 Month Contract**
- **ALL PARTS, MAINTENANCE AND REPAIRS**
- **ALL SUPPLIES (Except Paper)**
- **Includes 535 Black Images per Month (Current Usage)**
- **Includes 800 Color Images per Month (Current Usage)**
- **Overages Billed Quarterly At: \$0.0124 Per Black Image
 \$0.0715 Per Color Image**



INCLUDED IN PRICING:

- **Setup and Delivery**
- **Disposal of current system**
- **Remote network integration assistance and ongoing support**
- **In house training**

Miscellaneous Information:

- **Pricing is good for the duration of NYS PM68135 contract**

TOSHIBA

e-STUDIO™ 2525AC/3025AC/3525AC/4525AC

Introducing a new generation of Toshiba MFPs – with high-performance, advanced security and cloud-ready features, these printers are the perfect choice for today's modern work environments.

- Highly Productive Color MFPs
- High-speed – 25, 30, 35 & 45 PPM
- Leading-edge Security Features
- Cloud Print & Service Capabilities
- Built-in Optical Character Recognition





Built-in OCR (Optical Character Recognition) allows you to quickly and easily scan paper documents to create searchable PDFs or editable document formats such as Microsoft® Word®.

Annotation & Bates Stamping allows you to assign a unique identifier to documents for indexing, labeling, and identifying content to ensure all pages are accounted for.

Voice Guidance Technology affirms your programming selections and is a great option for users with visual disabilities through Section 508 of the Rehabilitation Act, opening it up to a wider audience.

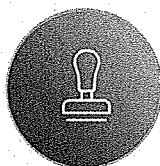
Soft Closing Drawers provide a luxurious feeling and better end user experience.

Environmentally Friendly is the Toshiba way: RoHS compliant, recycled plastics, Low-Power (1W) Super Sleep Mode, and our EcoSmart Recycling Program – as well as lower TEC values for more energy efficiency, earning them the newest EPA ENERGY STAR rating.

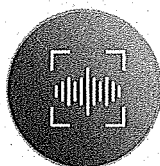
Higher Duty Cycles and Periodic Maintenance Intervals provide greater volume with fewer routine service calls so you can stay focused on productivity.



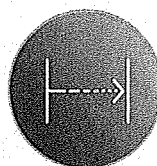
Optical Character Recognition



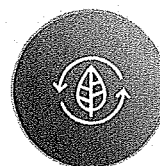
Annotation & Bates Stamping



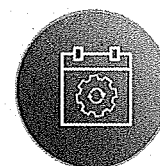
Voice Guidance



Soft Close Drawers



Environmentally Friendly



Fewer Routine Service Calls

SECURITY IS JOB NUMBER ONE

secureMFP

Security has never been a more critical consideration for any device in today's business landscape. MFPs have the extra burden of being shared by all users, and many if not all written documents pass through this device while being printed, scanned, faxed, or copied. That's why Toshiba strongly believes in zero-trust security principles while designing the applications and cloud services for MFPs. Instead of assuming that the applications and services running on MFPs behind the corporate firewall are safe, we ensure that access and communication with the MFP is fully authenticated, authorized, and encrypted. We accomplish this by enhancing security using the following features:

Trusted Platform Module 2.0 features the latest version of hardware-based security that safeguards all data on the MFP using cryptographic keys.

Built-in Antimalware that's stronger than antivirus protects the MFP from Trojan horses, ransomware, spyware, rogue software, and more.

OAuth2 Token-based Identity Management helps integrate cloud services with your existing identity management, therefore credentials are not replicated, and the chance of vulnerabilities is reduced.

Enhanced Data Encryption with TLS 1.3 keeps the communication between MFP and other applications fully secure thanks to the latest and most secure version of transport layer security.

New 128GB SSD provides the latest encryption and improved reliability.

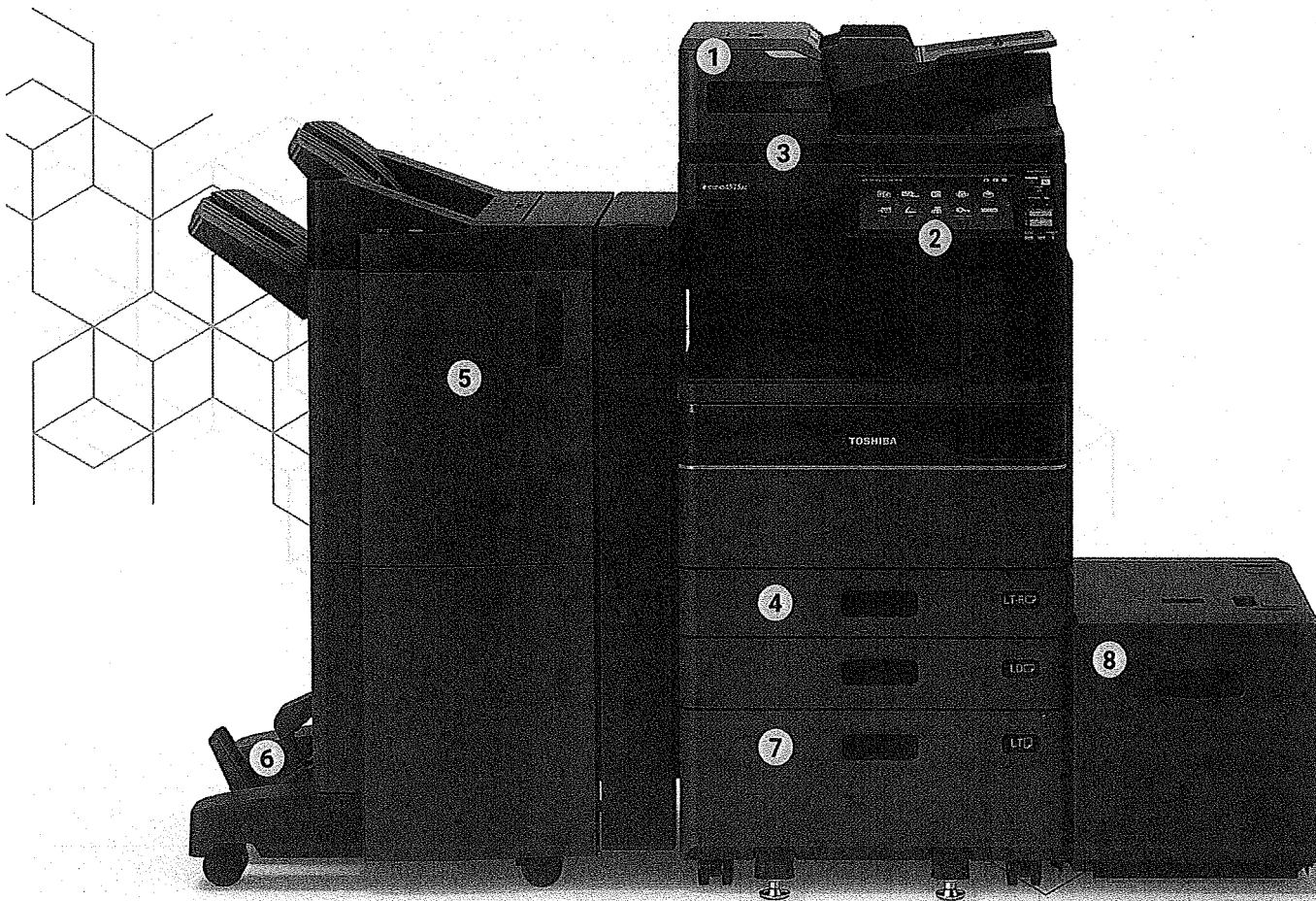
512GB SSD option provides additional onboard document storage capacity.

FIPS 140-2 Validated HDD option enables these MFPs to meet the Hardcopy Device Protection Profile (HCD-PP) when the MFP is configured in High Security Mode.

STANDOUT FEATURES IN OUR MFPs

e-STUDIO™ 2525AC/3025AC/3525AC/4525AC

- 1 **Dual Scan Document Feeder** available with Double Feed Detection – Scans up to 240 IPM; holds up to 300 originals (refillable)
- 2 **10.1" Tiltable Front Panel** makes programming jobs easier than ever – even for wheelchair users – and is Section 508 friendly
- 3 **Card Reader Pocket** enables badge authentication to control device access
- 4 **Soft Closing Drawers** automatically pull drawer closed when initiated and provide a luxury experience
- 5 **65-Sheet Stapling Finishers** and an output capacity of up to 3,000 pages enable bigger jobs
- 6 **Saddle Stitch Finishing** enables up to 60-page booklets, and unique avalanche tray increases exit capacity
- 7 **Tandem LCF Pedestal** holds 2 x 1,000-sheet stacks of letter-size paper, while refillable design allows users to add paper while MFP is in use
- 8 **2,000-Sheet External LCF** boosts paper capacity to an amazing 5,200 sheets



#9B

TOWN OF NEWBURGH

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT
TELEPHONE **845-564-7801**
FAX LINE **845-564-7802**

October 30, 2023

To: Town Board
From: Gerald Canfield, Code Compliance
Re: Removal of Electrical Inspectors from Approved List

The Town of Newburgh Code Compliance Department is requesting the removal of two electrical inspectors from the Town approved list. We have not received a response to the multiple attempts made in regards to remaining on our approved list. The inspector's names are as follows:

Randall Albertson of NY Atlantic Inland, Inc.

Ed Hoag of Independent Electrical Inspection Agency

Thank you,



Gerald Canfield
Code Compliance Supervisor

APPROVED ELECTRICAL INSPECTOR'S
(INDEPENDENT CONTRACTORS, NOT COVERED BY BUILDING PERMIT FEE)

Common Wealth Electrical Inspection Service
Ron Henry
2 Mallard Drive
Newburgh, NY 12550
(845) 562-8429 Office / Fax
(845) 541-1871 Cell (Voicemail 24/7)

Electrical Underwriters of New York, LLC.
Ernest Bello
50 HyVue Drive
Newburgh, NY 12550
Phone (845) 569-1759
ernie@eu-ny.com

Common Wealth Electrical Inspection Service
Fred Cocks
90 Lakes Road
Monroe, NY 10950
Phone (845) 783-9309, (914) 443-0286
fbc3@optimum.net

New York Certified Electrical Inspectors
Jerry Caliendo
203 Purgatory Road
Campbell Hall, NY 10916
Phone (845) 294-7695 Office 7:00 to 8:00 PM
nybei1@live.com

Z3 Consultants, Inc.
Gary Beck, Jr.
P.O. Box 363
Lagrangeville, NY 12540
Office (845) 471-9370

NY Atlantic Inland, Inc.
Randall Albertson
PO Box 717
Red Hook, NY
Call after 9:00 AM Leave message
Pager (800) 978-3049

Independent Electrical Inspection Agency
Ed Hoag
1626 Main Street
Utica, NY
Call between 7:30 AM to 8:30 AM
Phone (914) 607-9551

Swanson Consulting, Inc.
Joe Swanson
PO Box 395
Salisbury Mills, NY 12577
Phone 845-496-4443
Fax 845-496-5160

Tri-State Inspection Agency
Vinnie Ambrosio
PO Box 1034, Warwick, NY 10990
Phone (845) 544-2180
Fax (845) 544-7257
theoffice@tristateinspec.com

New York Electrical Inspections
Greg Murad
PO Box 510
Arkville, NY 12406
(845) 586-2430
(888) 693-4693

Middle Department Inspection Agency
David Williams
PO Box 474, Valatie, NY 12184
(518) 758-7812 OR (800) 479-4504 Phone
(518) 368-3767 Cell, (518) 758-8113 Fax
davmac78@aol.com

NY Electrical Inspections & Consulting, LLC.
John Wierl
1 Wedgewood Lane, Middletown, NY 10940
Phone (845) 343-6934
Fax (845) 343-4834
jwierl@nyeic.com

Northeast Electrical Inspections, LLC.
Mike Dimenna
65 Albermarle Road
Scotia, NY 12302
Phone (518) 852-0826

New York Electrical Inspectors, Inc.
Inspections on Time
Emmanouil Zervakis
809 Highland Lake Road
Middletown, NY 10940
Phone (845) 649-1330
manny@inspectionsontime.com



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#10

JOSEPH P. PEDI

*Receiver of Taxes
and Assessments*

845-564-4553

Fax: 845-566-1432

e-mail: receiveroftaxes@townofnewburgh.org

Date: October 26, 2023

To: Town Board

From: Joseph P. PEDI, Receiver of Taxes

Subject: Revised Chargebacks for 2023

After further discussion with the Orange County Finance Department, the Chargeback total to the Town of Newburgh for the property year 2023 has been revised to:

Total \$93,685.29

It is the board's decision whether pay it through a voucher or to have it deducted from our 2024 tax warrant. Below is the summary of charge backs that I have received from the County as of October 25, 2023. I have also attached a voucher to be signed by three board members if you choose to pay this.

| Revised Chargebacks for 2023 (Summary) | |
|---|-------------|
| | |
| Town | \$51,536.59 |
| Highway | \$22,087.74 |
| Consolidated Lighting | \$1,880.87 |
| Consolidated Water 1 | \$6,851.38 |
| Consolidated Water 2 | \$11,328.71 |
| | |
| Total | \$93,685.29 |

Cc: Ronald Clum, Town Accountant
Mark Taylor, Attorney

#11A



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ORANGE COUNTY COMMUNITY DEVELOPMENT BLOCK
GRANT MUNICIPAL AGREEMENT FOR FY 2023;
\$185,000.00 GRANT FOR ROSETON HILLS SEWER
DISTRICT WASTEWATER TREATMENT FACILITY FILTER
REPLACEMENT IMPROVEMENTS PROJECT
OUR FILE NO. 800.1(B)() (2023); 801.

DATE: November 2, 2023

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed please find an authorizing resolution for the Town Board's consideration for the above referenced Agreement forwarded by the Orange County Office of Community Services pertaining to community development block grant funding of the Wastewater Treatment Facility Filter Replacement Improvement project for the Roseton Hills Sewer District. Supervisor Piaquadio has forwarded the agreement to the Town Clerk for distribution. The grant will provide \$185,000 towards the project. Please note that the covering correspondence indicates the County has not yet received the 2023 funds from HUD.

Pat Hines advises that a Map, Plan and Report has been prepared for the project. We will coordinate with Bond Counsel on having the necessary procedural documents prepared in order for the Board to conduct a public hearing pursuant to Town Law Section 202-b on the project as a sewer district improvement project.

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

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
James Osborne, P.E. (via e-mail)
Patrick Hines, Principal, McGoey, Hauser & Edsall (via e-mail)

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

PRESENT:

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

RESOLUTION OF TOWN BOARD OF
TOWN OF NEWBURGH AUTHORIZING
EXECUTION AND DELIVERY OF
COUNTY OF ORANGE COMMUNITY
DEVELOPMENT BLOCK GRANT
PROGRAM MUNICIPAL AGREEMENT
FOR FY 2023;
ROSETON HILLS WASTEWATER
TREATMENT FACILITY FILRWE
REPLACEMENT IMPROVEMENTS
PROJECT

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

WHEREAS, the County of Orange Office of Community Development has forwarded a
Community Development Block Grant ("CDBG") Program Agreement for fiscal year 2023 which
will allow CDGB funding of the Roseton Hills Sewer District Wastewater Treatment Facility Filter
Replacement Improvements project as a community development activity (the "CDBG
Agreement"); and

WHEREAS, the Town Board of the Town of Newburgh has reviewed the terms and
conditions of the aforesaid CDBG Agreement between the County of Orange and Town of
Newburgh and finds the CDBG Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution and delivery of such CDBG
Agreement and related acknowledgments, certificates and documents.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh,
Orange County, New York, that the execution and delivery of the CDBG Agreement by the Town of
Newburgh Supervisor is hereby authorized; and

BE IT FURTHER RESOLVED, that the Supervisor, Town Clerk and other officers and
employees of the Town are hereby authorized and empowered to make, execute and deliver, or cause
to be made, executed and delivered, in the name of and on behalf of the Town, all such applications,
acknowledgments, certificates, agreements, documents and papers and to take such actions as may
be necessary to effectuate and carry out the contents of the foregoing resolution and the terms and
conditions of the CDBG Agreement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

Anthony R. LoBiondo, Councilman voting _____

Elizabeth Greene, Councilwoman voting _____

Paul Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Lisa M. Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on November 13, 2023 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh

CDBG Municipal Agreement Instructions

By September 29, 2023, the following must be emailed as ONE PDF to nandersen@orangecountygov.com:

1. Signed agreement
2. Resolution with seal authorizing signature
3. Signed Iran Divestment, Disclosure of Prior Non-Responsibility and Non-collusion
4. Liability, disability, and workers comp insurance with the Orange County Office of Community Development named as additional insured. See the agreement for specific insurance requirements.

Please also mail all original signed pages, insurance, and original resolution with seal authorizing signature to:

*Orange County Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924*

Please read the entire Agreement and reach out to Nicole Andersen, nandersen@orangecountygov.com or (845) 781-3385 with any questions.

Page 1 and Page 3:

Dates Leave blank - This will be the date that the County Executive signs

On or about PAGE 32-33:

MUNICIPALITY

Right side gets signed by Supervisor/Mayor/Village Manager

MUNICIPALITY ACKNOWLEDGEMENT

Enter day, month and name of Supervisor/Mayor/Village Manager signed agreement. Enter the Notary's signature and stamp.

MUNICIPALITY CERTIFICATION OF AUTHORITY

Clerk completes, signs, and places embossed Municipal Seal at the left of Clerks signature.

CLERK'S ACKNOWLEDGMENT

This section is designed to notarize the signature of the Clerk.

1. Enter the day, month and year the Clerk's signature is being notarized.
2. Enter the notary's signature and stamp who is notarizing the Clerks signature.

On or about page 34-35

ADDENDUM

Dates Leave blank - These will be the date that the County Executive signs

Bottom right side gets signed by Supervisor/Mayor/Village Manager

On or about page 42

Attach Municipal Council/Board Resolution for Certification of Authority – approve a resolution from the governing Board, authorizing the Supervisor/Mayor/Village Manager to sign the agreement. The Resolution must be dated on or before the date the municipal agreement is signed.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Signature

Date: _____

Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE _____

NON-COLLUSION CERTIFICATION

- (a) "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition."
- (b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME

COUNTY OF ORANGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MUNICIPAL AGREEMENT FOR FY 2023

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, _____ by and between the County of Orange ("County"), a municipal corporation and county of the State of New York, by and through its Office of Community Development ("OCD"), with offices at 40 Matthews Street, Suite 307A, Goshen, New York 10924, and the Town of Newburgh ("Municipality"), a New York municipal corporation with offices at 1496 Route 300, Newburgh, NY 12550.

WHEREAS, Municipality, has entered into a municipal cooperation agreement with County, in accordance with Section 99-h (2) of New York State General Municipal Law, to apply for and receive Community Development Block Grant ("CDBG") funds (CFDA# 14.218) from the United States Department of Housing and Community Development ("HUD") under Title I of the Housing and Community Development Act of 1974, ("HCD Act"), as part of the Orange County Urban County Consortium for the Fiscal Year 2023 and

WHEREAS, pursuant to 24 C.F.R § 570.501(b) and § 570.503, this separate agreement is necessary for Municipality to receive the CDBG funds through County to implement community development activities; and

NOW THEREFORE, it is agreed, between County and Municipality as follows:

I. SCOPE OF SERVICES

A. Activities

OCD's FY 2023 CDBG Approved Project Budget (**Exhibit 1** to this Agreement) outlines an activity(ties) to be undertaken by Municipality as further described in this Agreement (the "Project"). Municipality will be responsible for administering the Project in a manner satisfactory to County and HUD and consistent with 2 C.F.R. Part 200, 24 C.F.R. Part 570 and all other applicable federal, New York State and County laws, regulations and policies required as a condition of providing these CDBG funds. The Project will include the following CDBG-eligible activities:

1. Program Delivery: Roseton Hills Wastewater Treatment Facility Filter Replacement Improvements

Type of Project: Public Infrastructure Improvements

Matrix Code: 03J Sewer Improvements

***Project Location:** 808 Cortland Drive, Newburgh, NY 12550 SBL: 9-1-45.1

Service Area: Census Tract 010102 Blocks 1 & 4, 1020 Low Mod, 2050 Total people, 49.75% LMI. The limits of the population served are defined by the limits of the sewer district. The entirety of the sewer district is located in Tract: 010102 Blocks 1 & 4, which are both considered low to moderate income areas.

Further, CDBG funding will not be available to the municipality until HUD has received congressional release and has issued a grant agreement to the County of Orange. **County will notify Municipality when CDBG funds are available for project expenditures.**

- b. **The parties understand and acknowledge that the County must complete its requirements under 24 CFR Part 58 (environmental responsibilities) before CDBG funds made available hereunder may be committed to a particular project or activity. Municipality shall not commit any funds under this Agreement until express written consent is received from the OCD.**

3. General Administration:

Municipality is responsible for all general administration duties and shall maintain program and financial records documenting eligibility and the performance of the activity(ies) carried out with CDBG funds. No CDBG funding is provided for general administration.

B. CDBG Eligibility and National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208. The Subrecipient certifies that the activity(ies) carried out under this Agreement are CDBG eligible and will meet the following National Objective(s):

***National Objective:**

Low/Moderate Benefit—Low to Moderate Income Area (LMA). Pursuant to U.S. Census Data for the Town of Newburgh on low to moderate income persons, 2,050 persons in the project area will benefit from this activity, of which 1,020 (49.75%) persons are considered low to moderate income.

C. Levels of Accomplishment – Goals and Performance Measures

Municipality agrees to provide the following levels of program services:

| <u>Activity</u> | <u>Total Units/Year</u> |
|---|-------------------------|
| Roseton Hills Wastewater Treatment | 1,020 |
| Facility Filter Replacement Improvements | |

Units of service shall be considered: Low to Moderate Income People

D. Staffing

Municipality shall allocate the appropriate staff and time commitments to the performance of the Project. Any changes in the key personnel assigned or their general responsibilities under this Project are subject to the prior approval of OCD.

E. Performance Monitoring

OCD will monitor the performance of Municipality against goals and performance standards as stated above. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within a reasonable period of time after being notified by OCD, Agreement suspension or termination procedures will be initiated by County in accordance with subsection VI(G) of this Agreement.

II. TIME OF PERFORMANCE

The term of this Agreement shall start on the ____ day of _____, 20__ and end on the **31st day of October, 2024**. Pursuant to 24 C.F.R. §570.503(a), the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Municipality or a Subrecipient, if applicable, remains in control of CDBG funds or other CDBG-funded assets, including program income. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, perform its/their duties and obligations in completing the Project, in a prompt and expeditious manner, without undue or unreasonable delay including, but not limited to, taking actions necessary to secure, authorize and appropriate local or other funds, necessary to complete the funding activities in accordance with the **Project Implementation Schedule** in the attached and incorporated **Exhibit 3**. The Project, as outlined in Section I of this Agreement, shall be completed no later than **October 31, 2024**. If the Project is not completed by this date, this Agreement may be suspended or terminated, at County's discretion, in accordance with Section VI(G) of this Agreement, unless Municipality seeks and receives approval for an extension from County, at its sole discretion.

III. BUDGET

A. Total CDBG Award is **\$185,000.00**.

The line items and budget(s) for activities described in Part I is set forth in **Exhibit 1 – entitled “Budget”** which is annexed hereto and the terms and conditions of which are hereby incorporated into this Agreement and made part hereof. Any amendments to the budget(s) must be approved in writing by OCD and if the total cost of this Agreement increases, in a written amendment executed by both County and Municipality.

B. Municipality is responsible for all general administration duties and its administrative costs incurred pursuant to this Agreement.

C. The CDBG funding allocated under this Agreement is based on a projected anticipated award to County from HUD and the congressional budget allocation to HUD for the CDBG Program for the applicable federal fiscal year. County shall have no liability under this Agreement to Municipality or to anyone else beyond HUD CDBG funds accepted and appropriated by the County Legislature to OCD for this Agreement.

D. Prior to commencing any activity funded under this Agreement, including, but not limited to, commitment or expense of CDBG funds or advertisement for any applicable request for proposals or bids, Municipality shall confirm with OCD 1) the actual amount of CDBG funds available for this activity and 2) whether HUD has issued a Release of Funds, as may be applicable to the activity(ies) funded under this Agreement. An activity can neither be commenced, nor advertised for proposals or bid, and construction, as applicable, shall not be started (whether bid out or by force account), until the availability of CDBG funds and the HUD Release of Funds is confirmed to Municipality by OCD.

IV. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed **\$185,000.00** and shall be limited to CDBG funds received by County from HUD and appropriated by the County Legislature to OCD for the purposes of this Agreement.

B. Payments may be contingent upon certification of Municipality's and Subrecipient's, if any, financial management system in accordance with the standards specified in 2 C.F.R. Part 200, Subpart D per 24 C.F.R. §570.502.

C. Payments will be made to Municipality per 2 C.F.R. Part 200, Subpart D, for eligible expenses actually incurred by Municipality and/or Subrecipients, if any, and not to exceed actual cash requirements. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in **Exhibit 1 – entitled “Budget”** and in accordance with performance. Municipality shall submit claims to County in accordance with the CDBG Municipal Agreement (06/23)

attached and incorporated template for the CDBG Payment Request – Municipal Voucher in **Exhibit 4**.

D. Payments will be disbursed to Municipality within sixty (60) days of receipt of accurate, proper, and complete claims. However, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Municipality. Municipality shall disburse payments to Subrecipients and subcontractors, if any, in accordance with 2 C.F.R. Part 200, Subpart D.

E. The acceptance by Municipality or its assignees of the final payment under this Agreement (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Municipality arising out of the performance of this Agreement.

F. Set-Off

1. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Municipality:

a. under this Agreement;

b. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

c. from County by operation of law.

2. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

3. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded the County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity, or pursuant to this Agreement.

G. The provisions of this Section IV shall survive expiration or earlier termination of this Agreement.

V. **NOTICES**

A. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), email, commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of personal delivery or mailing.

B. Communication and details concerning this Agreement shall be directed to the following representatives unless otherwise modified by subsequent written notice to all contacts listed below.

County

Nicole Andersen, Director
Office of Community Development
40 Matthews Street, Suite 307A
Goshen, New York 10924

Municipality

Gil Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

B. The provisions of this Section V shall survive expiration or earlier termination of this Agreement.

VI. **GENERAL CONDITIONS**

CDBG Municipal Agreement (06/23)

A. General Compliance

1. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG), including, without limitation, Subpart K. of these regulations, except that (1) Municipality does not assume County's environmental responsibilities described in 24 C.F.R. §570.604, and (2) Municipality does not assume County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to comply with all other applicable federal, New York State, County and local laws, regulations and policies governing the funds provided under this Agreement. Municipality further agrees that funds available under this Agreement are being used to supplement rather than supplant funds otherwise available to Municipality or its Subrecipients, if any. In the event of any conflict between this Agreement and the provisions of 24 C.F.R. Part 570, then the provisions of 24 C.F.R. Part 570 shall control.
- c. Municipality understands that it may be necessary for County to submit to governmental agencies or to a court of law part of or all of the data, analyses and/or conclusions developed in the performance of the Scope of Work as well as certification, payment applications or other documentation certified and/or signed by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives. Municipality is aware that there are significant state and/or federal civil and criminal penalties for submitting false information, including the possibility of fines and imprisonment. Municipality is responsible for such penalties resulting from false information submitted by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless County and its officers, employees, contractors, agents, assignees and other representatives, from and against any and all claims, liabilities, expenses, costs, losses, damages and causes of action (including without limitation, reasonable attorneys' fees and costs of litigation and/or settlement) arising out of, directly or indirectly, the submission of any false information by Municipality or its officers, directors, partners, members, employees, subcontractors, agents, assignees, Subrecipients or other representatives.

B. Independent Contractor

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Municipality shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Municipality is an independent contractor.

2. The provisions of this subsection VI(B) shall survive expiration or earlier termination of this Agreement.

C. Indemnification and Hold Harmless

1. To the fullest extent permitted by law, Municipality shall be fully liable for the actions of its officers, employees, subcontractors or other representatives and shall fully indemnify, defend and hold harmless County and HUD from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any negligence or willful misconduct of Municipality, its officers, employees, agents, Subrecipients, subcontractors, or other representatives.

2. The provisions of this subsection VI(C) shall survive expiration or earlier termination of this CDBG Municipal Agreement (06/23)

Agreement.

D. Insurance & Bonding

1. Municipality shall comply with the bonding and insurance requirements of 2 C.F.R. § 200.310 and New York State Finance Law §137, and shall require subcontractors and Subrecipients, if any, to comply with 2 C.F.R. § 200.310, New York State Finance Law §137, and any other applicable federal, New York State and County laws and regulations. Prior to commencing work Municipality and all Subrecipients and/or subcontractors, if any, shall obtain and, during the term of this Agreement and as otherwise required by this subsection VI(D), shall maintain, at their own cost and expense, the coverages listed below from insurance companies licensed in the state of New York, and shall provide certificates of insurance to OCD for County approval. The certificates shall provide that a) the County of Orange c/o Office of Community Development (and Municipality on any Subrecipient certificates) is named as "Additional Insured" (except for Workers Compensation and Professional Liability policies) and b) at least fifteen (15) days prior to cancellation or material change in a policy, notice shall be given to the Risk Management Officer of County, the Director of OCD and Municipality (for Subrecipient policies), by registered mail, return receipt requested. All notices shall state the name of Municipality, Subrecipient and subcontractor, as applicable, and refer to this Agreement.

a. Workman's Compensation & Disability in statutory amounts.

b. General Liability Insurance with a minimum comprehensive single limit of liability per occurrence of \$1,000,000.00 for bodily injury and for property damage. The certificate of insurance shall indicate the following coverage:

- i. Premises - Operations
- ii. Broad Form Contractual

c. Automobile Liability Insurance with a minimum comprehensive single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This coverage shall include the following for bodily injury and property damage:

- i. Owned automobiles
- ii. Hired automobiles
- iii. Non-owned automobiles

2. If, at any time, any policy of Municipality, or its subcontractors and/or Subrecipients, if any, or Subrecipients' subcontractors, if any, becomes unsatisfactory to County, as to form or substance, or if an insurer becomes unsatisfactory to County; Municipality shall, upon notice from County, promptly obtain, or cause such subcontractor or Subrecipient to promptly obtain, a new policy and submit the same to County for approval.

3. Upon failure of Municipality or any Subrecipient and/or subcontractor, as applicable, to furnish, deliver and maintain such insurance, this Agreement, at the election of County, may be declared suspended or terminated in accordance with subsection IV(G) of this Agreement. Failure of Municipality and/or any Subrecipient, and/or subcontractor, as applicable, to take out and/or maintain any required insurance shall not relieve Municipality and/or such Subrecipient and/or such subcontractor, as applicable, from any liability under this Agreement, or otherwise, to County or HUD; nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Municipality and/or any Subrecipient and/or any subcontractor, as applicable, concerning indemnification.

4. In the event that a judgment arising out of this Agreement is in excess of the insured amounts, the excess amount or any portion thereof, may be withheld from payment due or to become due Municipality

until such time as Municipality shall furnish such additional security covering the judgment(s) as may be determined by County.

5. All policies and certificates of insurance shall contain the following clauses.

- a. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County with respect to its interests;
- b. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County (directed to County's Risk Management Division and the Director of OCD); and
- c. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Municipality.

6. County requires that the certificate holder is named as "County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924". Certificates indicating proof of Municipality's, Subrecipient's and/or subcontractors, if any, insurance coverage required by this subsection VI(D) are attached as **Exhibit 5**. Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.

7. The provisions of this subsection VI(D) shall survive expiration or earlier termination of this Agreement.

E. Grantee Recognition

1. Municipality shall insure recognition of the role of County and HUD in providing services through this Agreement. The funding source shall be clearly acknowledged for all activities, facilities and items utilized pursuant to this Agreement and in all publications made possible with funds provided by Agreement.

2. The provisions of this subsection VI(E) shall survive expiration or earlier termination of this Agreement.

F. Modifications

1. County or Municipality may modify this Agreement in writing at any time provided that such modifications make specific reference to this Agreement and are signed by a duly authorized representative of both organizations. Such modifications shall not relieve or release County or Municipality from its obligations under this Agreement, unless otherwise specified in that modification.

2. County may, in its discretion, amend this Agreement to conform with federal, state, or local government guidelines, policies and available funding amounts, or for other reasons. All amendments will be incorporated only by a writing making specific reference to this Agreement and signed by a duly authorized representative of both organizations.

G. Suspension or Termination

1. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. Part 200, Subpart D (§§ 200.338 - 200.342), County may suspend or terminate this Agreement if Municipality materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes,

regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

- b. Failure, for any reason, of Municipality to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement (including, but not limited to use of funds for activities which are ineligible under or otherwise not in compliance with the HCD Act or 24 CFR Part 570); or
- d. Submission by Municipality to County of reports that are incorrect or incomplete in any material respect.

2. OCD will monitor the performance of Municipality against the terms and conditions of this Agreement. Substandard performance as determined by OCD will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Municipality within 30 days after written notification by County (or earlier if required by County, HUD or other federal or New York State law or regulation), the Agreement shall be terminated on a date specified by County. During the thirty (30) day cure period, County may withhold CDBG funds until such time as Municipality is found to be in compliance by OCD or is otherwise adjudicated to be in compliance. If Municipality fails to comply and this Agreement is terminated, in addition to and without limiting the other remedies provided by 2 C.F.R. Part 200, Municipality shall disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

3. In accordance with Appendix II to 2 C.F.R. Part 200 and 2 C.F.R. § 200.339 this Agreement may also be terminated for convenience by either HUD, County or Municipality, in whole or in part. HUD termination for convenience requires consent of County and Municipality. County or Municipality termination requires setting forth the reasons and the effective date for such termination in writing to HUD. In the case of a partial termination, if HUD determines that the remaining portion of the award will not accomplish the purpose for which the award was made; HUD may terminate the award, in its entirety under 2 C.F.R. § 200.339. If this Agreement is terminated under this subdivision VI(G)(3), in addition to and without limiting other remedies of County or HUD, County may require that the Municipality disgorge and refund to County the amount of CDBG funds previously paid to Municipality under this Agreement and any funds due Municipality shall be retained by County for the CDBG program.

4. In the event of any termination, in addition to any obligations that survive termination of this Agreement, Municipality shall still completely fulfill all of its obligations under Section VII. Administrative Requirements, applicable up to the date of termination, and all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by under this Agreement Municipality, Subrecipients, or subcontractors of Municipality or Subrecipients, as applicable, shall be turned over to OCD and Municipality shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

5. The provisions of subdivision VI(G)(2), (3) and (4) shall survive expiration or earlier termination of this Agreement.

H. Procurement of Agreement

1. Municipality represents and warrants that no person or selling agency has been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Municipality further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Municipality makes such representations and warranties to induce

County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

I. Current or Former County Employees

1. Municipality represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Municipality has, or may have, with County without the express written permission of County. This limitation period covers the greater of the preceding three (3) years or as long as the County employee or former County employee has or may have an actual or perceived conflict of interest due to his or her position with County.

2. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Municipality shall not make claim to or be entitled to recover, any sum(s) otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity or pursuant to this Agreement.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Municipality agrees to comply with 2 C.F.R. § 200.302 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E, "Cost Principles". These principles shall be applied for all direct and indirect costs incurred during performance of the Project.

3. Internal Controls

The Municipality agrees to comply with 2 C.F.R. § 200.303 and to maintain effective internal controls over the funds awarded herein.

B. Public Hearings

All public hearings required by New York State and federal law and regulations, as applicable to the funded activities, shall be conducted as required by such laws and regulations and, in accordance with Municipality's citizen participation plan, as applicable.

C. Documentation and Record-Keeping

1. Records to be Maintained

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, maintain all records required by the federal regulations specified in 24 C.F.R. § 570.506 and that are pertinent to the Project funded by this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in Subpart C of 24 C.F.R. Part 570 under which it is eligible.
- b. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 C.F.R. § 570.208.
- c. Records that demonstrate that OCD has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 C.F.R. §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.
- d. Records which demonstrate compliance with 24 C.F.R. §570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- e. Records that demonstrate compliance with the citizen participation requirements prescribed in 24 C.F.R. Part 91, Subpart B, for entitlement recipients, or in 24 C.F.R. Part 91, Subpart C, for HUD-administered small cities recipients.
- f. Records which demonstrate compliance with the requirements in 24 C.F.R. §570.606 regarding acquisition, displacement, relocation, and replacement housing.
- g. Fair housing and equal opportunity records containing the requirements specified in 24 C.F.R. § 570.506(g).
- h. Financial records, in accordance with the applicable requirements listed in
- i. 24 C.F.R. § 570.502, and 2 C.F.R. Part 200, Subpart D.
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570, Municipality shall maintain evidence to support how the CDBG funds provided to such entities are expended. Such documentation must include, to the extent applicable, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by appropriate parties (e.g., general contractor and/or a Project architect), and/or other documentation appropriate to the nature of the activity.
- k. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 C.F.R. §570.513; and
- l. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of this Part.

2. Retention

Municipality shall and shall cause its subcontractors and all government entity Subrecipients and their subcontractors, if any, to, retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of six (6) years in accordance with County record retention policy, 2 C.F.R. § 200.333, and 24 C.F.R. § 570.502. The retention period begins on the date of the submission of County's annual performance and evaluation report (CAPER) to HUD in which the activities

assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involved any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the six-year period, whichever occurs later. Records for property and equipment acquired with funds under this Agreement shall be retained for three (3) years after final disposition, replacement or transfer at the direction of HUD or the six-year period, whichever occurs later. Records for any displaced person must be kept for three (3) years after he/she has received final payment or the six-year period, whichever occurs later.

3. Client Data

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to confidentially maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County or HUD monitors or their designees for review upon request.

4. Disclosure

Municipality understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with the administration of County's, Municipality's, Subrecipients or either of their subcontractor's responsibilities, as applicable, with respect to services provided under this Agreement, is prohibited unless written consent is obtained from the client and, in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

Notwithstanding any other terms and conditions of this Agreement, Municipality's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, to ensure compliance with 24 C.F.R. §570.503(b)(7), the terms of this Agreement shall remain in effect during any period that Municipality has control over CDBG funds, including but not limited to program income or real property funded in whole or in part with CDBG funds.

6. Audits and Inspections

a. Municipality shall, and shall cause all Subrecipients and subcontractors of Municipality, if any, to comply, at their own expense, with the requirements of the Single Audit Act of 1984, and to have an annual audit conducted in accordance with 2 C.F.R. Part 200, Subpart F, as applicable. Any deficiencies noted in audit reports must be fully cleared by Municipality, Subrecipients and/or subcontractors within thirty (30) days after receipt of notice by Municipality, Subrecipients and/or subcontractors, as applicable.

b. All of Municipality's, Subrecipient's, and/or subcontractor's, if any, records with respect to any matters covered by this Agreement shall be made available to County, HUD and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as County or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

c. Failure of Municipality to comply with the above audit and inspection requirements will constitute a violation of this Agreement and may include but not be limited to withholding of future payments.

7. Survival

The provisions of this subsection VII(C) shall survive expiration or earlier termination of this Agreement.

D. Reporting

1. Program Income

Any program income earned by Municipality and/or a Subrecipient, as applicable, as a result of this CDBG funding, shall be returned to County, in a check payable to the "Commissioner of Finance", within seven (7) days of receipt by Municipality. Municipality shall require Subrecipients, as applicable, to return any program income to Municipality within seven (7) days of receipt by Subrecipient.

2. Progress and Financial Reports

a. Municipality shall submit regular Progress reports to County at the frequency required by County, and in a timely manner to enable County's reporting to HUD and shall require Subrecipients, if any, to, submit the same reports to Municipality in a timely manner to enable Municipality's reporting to County.

b. The following Progress Report in the template attached and incorporated as **Exhibit 6 Quarterly Project Progress Report** shall be compiled by Municipality and all Subrecipients, as applicable, for each quarter and submitted to County **within ten (10) working days of the end of the quarter**.

c. **Failure to submit the above report may result in suspension or termination of this Agreement in accordance with subsection VI(G) of this Agreement.**

3. Survival

The provisions of this subsection VII(D) shall survive expiration or earlier termination of this Agreement.

E. Procurement

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all applicable New York State and federal laws and regulations and Municipality policies concerning the purchase of all real and personal property and shall maintain an inventory of records of all real and personal property as may be procured with funds provided under this Agreement. Unless provided elsewhere in this Agreement, all program assets (unexpended program income, property, equipment, etc.) shall revert to County upon expiration or earlier termination of this Agreement. The provisions of this subdivision VII(E)(1) shall survive expiration or earlier termination of this Agreement.

d. 2 C.F.R. §§ 200.317 - 200.326- Procurement Standards

Municipality shall, and shall cause all government entity Subrecipients and all non-government entity Subrecipients, if any, to procure all materials, property, or services in accordance with the requirements of 2 C.F.R. Part 200 Subpart D (§§ 200.318 - 200.326).

Municipality shall comply with 2 C.F.R. § 200.322 "Procurement of recovered materials". A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. Travel

Municipality shall obtain written approval from County for any travel outside County, by Municipality, Subrecipients and subcontractors, if any, using funds provided under this Agreement.

4. Equipment

a. Municipality and Subrecipients shall comply with 2 C.F.R. § 200.313 with regard to equipment procurement and use except that, pursuant to 24 C.F.R. §570.502(a)(6), in all cases where the equipment is sold, the proceeds shall become program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Municipality for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

b. The provisions of this subdivision VII(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Procedure for Subcontracts

a. Procurement of Subcontracts

With regard to procuring subcontracts, Municipality shall, and shall cause all government entity Subrecipients all non-government entity Subrecipients, if any, to comply with the provisions of 2 C.F.R. Part 200, Subpart D.

b. Solicitation

Municipality shall, and shall cause all Subrecipients, if any, to, submit to OCD all requests for bids or proposals, independent cost estimates, etc. necessary for the completion of the Project prior to the requests for bids or proposals being published.

Solicitations for all goods and services funded under this Agreement, including but not limited to, requests for quotations, bids or proposals; shall be developed in compliance with applicable federal and New York State law and regulations and Municipality's procurement policy, to include the following:

- (i) A clear and accurate description of the technical requirements for the material, product, or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.
- (ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
- (iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
- (iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

c. Selection Process

Municipality shall ensure that all subcontracts let in the performance of this Agreement by Municipality or Subrecipients, if any, shall be awarded on a fair and open competitive basis. A list of all bids or offers received shall be forwarded to OCD for submission to HUD.

Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and condition of the proposed procurement. Consideration shall be given to such matters as contractor integrity; compliance with public policy, including, where applicable, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u); record of past performance; financial and technical resources or accessibility to other necessary resources. A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared negligible under statutory or regulatory authority other than Executive Order 12549.

d. Contract Content

Municipality and all Subrecipients, as applicable, shall cause all of the terms and conditions of this Agreement to be included in and made a part of any Subrecipient Agreement and/or subcontract, as applicable, executed in the performance of this Agreement.

e. Approvals

Draft copies of all Subrecipient contracts and all of Municipality's and Subrecipient's subcontracts shall be forwarded to OCD along with documentation concerning the selection process. Municipality and Subrecipients, if any, shall not enter any subcontracts with any subcontractor for the performance of this Agreement without the written consent of OCD prior to the execution of such subcontract.

f. Staff Designation for Projects Involving Construction or Building Services

Municipality shall designate an appropriate staff member to act on behalf of Municipality to ensure compliance with applicable labor laws, regulations, and standards and to liaise with OCD and shall require the same of all Subrecipients and subcontractors of Municipality or Subrecipients, if any. The designation shall be made and forwarded to OCD prior to the commencement of the Project. The designated staff member shall:

- i. inform the subcontractors performing work as to the federal and New York State labor requirements and obligations; and
- ii. ensure the inclusion of applicable wage determination and labor standards provisions in all bid specifications and contract documents and will perform all duties necessary for Municipality's compliance with federal Davis-Bacon and New York State labor laws and regulations; and

- iii. maintain full documentation attesting to all administrative and enforcement activities with respect to New York State and federal labor law requirements. Such documents include, but are not limited to certified payrolls, requests for wage decisions, requests for additional classifications, copies of wage decisions and any effective change or modifications, notice of start of construction, on-site inspection reports and employee interviews, copies of correspondence, memoranda, apprentice registration records and pre-commencement conference records. These documents are to be made available to OCD upon request.

g. Pre-Commencement Conference

OCD, Municipality, Subrecipients, if any, and subcontractors, if any, shall hold a conference, prior to commencement of the Project (or for each Subrecipient activity, depending on the Project), to review their responsibilities under this Agreement, each Subrecipient agreement, and each subcontract, as applicable, including, as applicable, obligations regarding federal and state labor laws applicable to construction or building services work. After each conference, Municipality shall provide a report to OCD containing the following:

- i. Project name, location, and description;
- ii. Name of Subrecipient and subcontractors, as applicable;
- iii. Contract amount;
- iv. Date and place of conference;
- v. Conference attendees; and
- vi. Summary of items covered.

h. Construction & Building Services Certified Payroll

i. For Municipality and Subrecipient subcontracts involving construction or building services, Municipality shall, and shall cause Subrecipients, if any, to require subcontractors to submit to Municipality weekly payroll certifications compliant with New York State and federal law for each workweek from the time the Project is commenced until completion. Municipality's agreement with Subrecipients, if any, shall also contain the same requirement for each Subrecipient's agreement with subcontractors, if any. If no work is performed during any given week, subcontractors shall submit a certification that "no work was performed during this work week". The first and final payrolls are to be marked as such. The subcontractor(s) shall use payroll certification form(s) that meet New York State and federal requirements.

A. The federal form (WH-347) may be found here:
<http://www.dol.gov/whd/forms/wh347instr.htm>

ii. The provisions of this subdivision VII(E)(5)(h) shall survive expiration or earlier termination of this Agreement.

i. Monitoring and Inspections

Municipality will monitor all Subrecipient and subcontractor services on a regular basis to assure contract compliance, and shall require Subrecipients, if any, to do the same with Subrecipients' subcontractors, if any. Results of MWBE and EEO/AA efforts shall be summarized in written

reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. In addition, appropriate staff of Municipality shall visit the site during the performance of the Project and OCD shall also have the right to monitor and inspect the Project and the expenditure of funds in order to ensure compliance with HUD regulations and the provisions of this Agreement. The provisions of this subdivision VII(E)(5)(i) shall survive expiration or earlier termination of this Agreement.

6. Build America, Buy America Act (BABA)

On November 15, 2021, the Build America, Buy America Act (the Act) was enacted as part of the Infrastructure Investment and Jobs Act (IIJA) Pub. L. 117-58. The Act establishes a domestic content procurement preference, the Buy American Preference (BAP), for Federal programs that permit Federal financial assistance to be used for infrastructure projects. In Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. Starting May 14, 2022, new awards of Federal financial assistance (FFA) from a program for infrastructure, and any of those funds obligated by Orange County, are covered under the Build America, Buy America (BABA) provisions of the Act, 41 U.S.C. 8301 note. The waiver, published March 15, 2023, establishes a phased implementation schedule for application of the BAP to covered materials and HUD programs. The BAP is now applicable to iron and steel used in covered CDBG projects, i.e. for projects using funds obligated on or after November 15, 2022 with total federal financial assistance greater than \$250,000. The BAP does not currently apply to projects that do not contain iron or steel or project with total federal financial assistance of \$250,000 or less. This waiver is currently effective until November 23, 2028.

Municipality, Contractor, Subcontractors and all Subrecipients shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects:

(1) All iron and steel used in the project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) All manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

See 5 IIJA, § 70923(a) & (b)(1) and 6 OMB Memorandum M-21-26, Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws available at: <https://www.whitehouse.gov/wp-content/uploads/2021/06/M-21-26.pdf> or the purposes of this guidance, a "Buy America" preference is a domestic content procurement preference as defined in IIJA, § 70912(2). 8 IIJA, § 70912 (5) & (7).

F. Use and Reversion of Real Property Assets

1. The use and disposition of real property by Municipality and all Subrecipients, if any, funded by this Agreement shall be in compliance with the requirements of 2 C.F.R. § 200, 24 C.F.R. 570.505, 24 C.F.R. 570.502 (a)(5), §570.503 and §570.504, as applicable.
2. Pursuant to 24 C.F.R. §570.505, 24 C.F.R §570.503(b)(7)(i), 24 C.F.R. §570.501(b) and OCD Policy, real property under Municipality's or Subrecipient's control that was acquired or improved, in whole or

in part, with CDBG funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives defined in 24 C.F.R. §570.208 until ten (10) years after Municipality is no longer considered by HUD to be a part of the urban county in the case of Municipality and for ten (10) years after expiration of the Subrecipient Agreement between Municipality and Subrecipient, as applicable.

3. If Municipality and/or Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay to Municipality, as applicable, and/or Municipality shall pay to County an amount equal to the current market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to County. Municipality and/or Subrecipient, as applicable, may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
4. HUD may require recipients to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with Federal funds and that use and disposition conditions apply to the property.
5. The provisions of this subsection VII(F) shall survive expiration or earlier termination of this Agreement.

G. Reversion of Funds and Receivable Assets

Pursuant to 24 C.F.R. §570.503(b)(7), Municipality shall transfer to County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement held by Municipality, Subrecipients or subcontractors, as applicable, at the time of expiration, cancellation, or termination of this Agreement. The provisions of this subsection VII(G) shall survive expiration or earlier termination of this Agreement.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Municipality agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, ("URA"), and implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. §570.606(b); (b) the requirements of 24 C.F.R. §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. §570.606(d) governing optional relocation policies. Municipality shall provide relocation assistance to displaced persons as defined by 24 C.F.R. §570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for the Project. Municipality also agrees to comply with applicable OCD policies concerning displacement of individuals from their residences. The provisions of this Section VIII shall survive expiration or earlier termination of this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with all federal, New York State and County and civil rights laws and regulations including, but not limited to, Article 15 of the New York State Executive Law (also known as the "Human Rights Law"), Titles II and VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the "Fair Housing Act"), 24 CFR §570.904, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967. A Fair Housing Resolution, as provided by the Municipality at the time of application,

is attached as **Exhibit 8**.

2. Nondiscrimination

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. §570.607, as revised by Executive Order 13279 and the applicable non-discrimination provisions in Section 109 of the HCD Act, Article 15 of the New York State Executive Law (otherwise known as “The Human Rights Law”) and New York State Labor Law.

b. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to abide by all applicable provisions of federal and state laws and regulations, as applicable to its officers, employees, agents, Subrecipients, subcontractors, and other representatives. In hiring and employment practices, Municipality, its Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, creed, color, religion, sex (including gender identity or expression), national origin, citizenship status, age, marital status, disability, genetic information or predisposing genetic characteristics, sexual orientation, military status, marital status, or domestic violence victim status.

c. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to abide by all applicable provisions of federal and New York State laws and regulations, as applicable to sale or rental of the property, if this Agreement funds the purchase improvement of any property which is later sold or rented. With respect to any sale of any real property and selection and treatment of tenants, Municipality, Subrecipients and subcontractors, if any, shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status, or marital status.

3. Land Covenants

a. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 C.F.R. §570.601 and §570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with CDBG assistance, Municipality shall and shall cause its Subrecipients, if applicable, to, cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, age, sexual orientation, military status or marital status, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Municipality, and any applicable Subrecipient, shall in undertaking its obligation to carry out the program assisted hereunder, agree to take such measures as are necessary to enforce such covenants, and will not itself so discriminate.

b. The provisions of this subdivision IX(A)(3) shall survive expiration or earlier termination of this Agreement.

4. Section 504

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794) which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. The provisions of this subdivision IX(A)(4) shall survive expiration or earlier termination of this Agreement.

5. Fair Housing

The Municipality agrees to comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary of the Department of Housing and Urban Development requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act.

The Municipality agrees to take all actions necessary to assure compliance with the Fair Housing Act, and affirmatively further fair housing. The Municipality also agrees to affirmatively further fair housing within its own jurisdiction and support the County's actions to comply with the County's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

6. Benefits to Legal Resident Aliens

Under Section 214, the Secretary of Housing and Urban Development may not make financial assistance available to an alien unless the alien both is a resident of the United States and is:

- an alien lawfully admitted for permanent residence as an immigrant excluding, among others, alien visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- an alien who is deemed to be lawfully admitted for permanent residence [under the registry provisions of the INA];
- an alien who has qualified as a refugee or asylee;
- an alien who is lawfully present in the United States as a result of an exercise of the Attorney General's parole authority;
- an alien within the United States as to whom the Attorney General has withheld deportation on the basis of prospective persecution; or
- an alien lawfully admitted for temporary or permanent residence under Section 245A of the Immigration and Nationality Act.

Unauthorized aliens are not eligible for financial assistance under Section 214-covered programs.

B. Affirmative Action

1. Equal Employment Opportunity, Affirmative Action, Executive Order 11246

In all solicitations or advertisements for employees placed by or on behalf of Municipality, Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, state that it is an Equal Opportunity and Affirmative Action employer. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the principles as provided in the federal Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967 which is incorporated by reference into this Agreement.

2. Minority- and Women- Owned Businesses (MWBE)

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to use its best efforts to afford small businesses, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, (15 U.S.C. §632) and "minority and women's business enterprise" means a business at least

fifty-one (51) percent owned and controlled by minority group members or women. Municipality, its Subrecipients and subcontractors, if any, may rely on New York State and/or federal MWBE certifications as to the status of a MWBE in lieu of an independent investigation.

3. Access to Records

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to furnish all information and reports hereunder and will permit access to its books, records and accounts by County, HUD, other authorized state, and federal officials, or any of their designees, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated in this Section IX(B) of this Agreement. The provisions of this subdivision IX(B)(3) shall survive expiration or earlier termination of this Agreement.

4. Subcontract Provisions

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to include the provisions of subsections IX(A) Civil Rights and (B) Affirmative Action in every Subrecipient Agreement and subcontract, specifically or by reference, so that such provisions will be binding upon each Subrecipient and each of Municipality's and Subrecipient's subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Municipality, its subcontractors, Subrecipients and their subcontractors, if any, are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

a. Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Chapter 37), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to comply with the Copeland Anti-Kickback Act (18 U.S.C. §874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 C.F.R. Part 5. Municipality shall, and shall cause its Subrecipients and subcontractors, if any, to maintain documentation which demonstrates compliance with hour and wage requirements of 29 C.F.R. Part 5. Such documentation shall be made available to County for review upon request.

b. With the exception of activities involving the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, Municipality agrees that, all subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply, with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5, and 7, including but not limited to 29 C.F.R. §5.5; provided, that if wage rates higher than those required under the regulations are imposed by New York State or local law, nothing hereunder is intended to relieve Municipality of its obligation, if any, to require payment of the higher wage. Municipality shall cause or require to be inserted in full, in all such Subrecipient Agreements and subcontracts subject to such regulations, provisions meeting the requirements of this subdivision IX(C)(2).

3. "Section 3" Clause

a. If the total assistance provided by the United States Department of Housing and Urban Development (ie. CDBG, HOME, ESG, HOME-ARP, etc.) exceeds \$200,000.00, this Agreement, and the work to be performed under it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (Section 3), as amended. The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance from HUD or HUD-funded projects covered by Section 3, shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to persons who are recipients of HUD assistance for housing, and to businesses that are either low- or very low-income residents of the neighborhoods where the financial assistance is spent, or substantially employ these persons.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 75 regulations.

c. The Municipality agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

d. The Municipality agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The Municipality agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Municipality agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Municipality is not able to meet this benchmark goal, it must provide to the County a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

f. The Municipality agrees to post copies of a notice advising workers of the contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

g. If applicable, the Municipality agrees to notify each labor organization or representative of workers with which the Municipality has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

h. The Municipality agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

i. The Municipality agrees to hire, to the greatest extent feasible, Section 3 Workers as new hires, or provide written justification to the County that is consistent with 24 CFR Part 75,

describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

j. The Municipality agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.

k. The Municipality agrees to maintain records documenting Section 3 Residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

l. The Municipality agrees to post contracting and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>) and will check the Portal for businesses located in the project area.

m. The Municipality will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

n. The Municipality will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

o. The Municipality agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the United States Department of Housing and Urban Development (HUD). The Municipality is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

p. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Drug-Free Workplace

Municipality will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Municipality's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about:

i. the dangers of drug abuse in the workplace;

ii. Municipality's policy of maintaining a drug-free workplace;

iii. any available drug counseling, rehabilitation, and employee assistance programs; and

iv. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subdivision IX(C)(4)(a);

d. Notifying the employee in the statement required by subdivision IX(C)(4)(a) that, as a condition of employment under the performance of the Project funded by this Agreement, the employee will:

i. abide by the terms of the statement; and

ii. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying OCD and HUD in writing, within ten (10) calendar days after receiving notice under subdivision IX(C)(4)(b) from any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subdivision IX(C)(4)(b), with respect to any employee who is so convicted.

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this subdivision IX(C)(4).

D. New York Law Requirements

1. Labor Law. For any contract(s) funded by this Agreement and involving public work or building services as respectively defined by Article 8 and Article 9 by New York State Labor Law, Municipality, shall and shall cause its Subrecipients, if any, to prepare all solicitation documents and contract terms and conditions and administer such contracts in accordance with the applicable provisions of Article 8 or Article 9.

2. Non-Collusive Bidding. For any contract(s) funded by this Agreement to which New York State General Municipal Law §103-d is applicable, Municipality shall, and shall cause its Subrecipients, if any, to enclose the required Non-Collusive certification in the solicitation documents.

3. Non-Responsibility Determination. For any contract(s) funded by this Agreement to which New York State Finance Law §§139-j and 139-k are applicable, Municipality shall, and shall cause its Subrecipients, if any, to enclose the required non-responsibility disclosure and certification in the solicitation documents.

4. Iran Divestment Act. For any subcontract(s) funded by this Agreement to which New York State General Municipal Law §103-g is applicable, Municipality shall, and shall cause Subrecipients, if any, to enclose the required Iran Divestment Act certification in the solicitation documents.

5. Conflicts of Interest. Pursuant to New York State General Municipal Law § 801, except as provided in General Municipal Law §802, (1) no municipal officer or employee shall have an interest in

any contract with the municipality of which he or she is an officer or employee, when such officer or employee, individually or as a member of a board, has the power or duty to (a) negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder (b) audit bills or claims under the contract, or (c) appoint an officer or employee who has any of the powers or duties set forth above and (2) no chief fiscal officer, treasurer, or his or her deputy or employee, shall have an interest in a bank or trust company designated as: a depository, paying agent, registration agent or for investment of funds of the municipality of which he or she is an officer or employee. The provisions of General Municipal Law §801 shall in no event be construed to preclude the payment of lawful compensation and necessary expenses of any municipal officer or employee in one or more positions of public employment, the holding of which is not prohibited by law.

6. Identification Number(s).

- a. For granting, renewing, amending, supplementing, or restating the license of any person, and for every invoice or other claim for payment submitted to County by Municipality under this Agreement, the invoice or claim must include Municipality's payee identification number. This number is any or all of the following:
 - i. the payee's federal employer identification number;
 - ii. the payee's federal social security number, and/or
 - iii. the payee's Vendor Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Municipality does not have such number(s), on its invoice or other claim for payment, Municipality must give the reason or reasons why it does not have a payee number(s).

b. Privacy Notification.

- i. The County's authority to request the above personal information from Municipality, and its authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Municipality to County is mandatory. The principal purpose for collection of the information is for New York State to identify individuals, businesses and others who have been delinquent in filing tax returns, or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- ii. The County may forward the personal information to the New York State Commissioner of Taxation and Finance upon that Commissioner's request pursuant to New York State Tax Law §5(3).

7. Prohibition on Purchase of Tropical Hardwoods

- a. Municipality certifies and warrants that all wood products to be used in performing the Scope of Work under this Agreement, or Subrecipient Agreement(s) if any, will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by New York State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of Municipality to establish to meet with the approval of OCD.

b. In addition, when any portion of this Agreement or Subrecipient Agreement(s) involving the use of woods, whether supply or installation, is to be performed by any Subrecipient or Municipality's or Subrecipient's subcontractors, as applicable, the Municipality or Subrecipient and/or subcontractor, as applicable, will indicate and certify in the submitted bid or proposal that the Subrecipient and/or subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in New York State Finance Law §165. Under bidder certifications, proof of qualification for exemption will be the responsibility of Municipality to meet with the approval of OCD.

c. Municipality certifies that any use of tropical hardwood in the Scope of Work meets with the exception requirements of New York State Finance Law §165(2)(d)(iii), as established by the Municipality and was approved by County during the quote, bid or proposal process.

8. Compliance with New York State Information Security Breach Notification Act

Both during and after the performance of the Scope of Work under this Agreement and any Subrecipient Agreement(s), with respect to all data involved in the performance of this Agreement and any Subrecipient Agreement(s), Municipality shall, and shall cause Subrecipients and subcontractors, if any, to comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

9. Compliance with Executive Order 38

Municipality is and shall remain, and shall ensure that all Subrecipients and subcontractors, if any, are and shall remain, in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found at: <http://www.executiveorder38.ny.gov/>.

10. Sexual Harassment Certification. Pursuant to the New York State Finance Law §139-l, by execution of this Agreement, Municipality and the individual signing this Agreement on behalf of the Municipality certifies, under penalty of perjury, that Municipality has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>. The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at: <https://www.orangecountygov.com/1137/Human-Resources>.

11. Compliance with Other New York Laws and Regulations

Municipality shall, and shall cause all Subrecipients and subcontractors, if any, to comply with all other New York State laws and regulations applicable to this Agreement and the performance of the Project by Municipality and its Subrecipients and/or subcontractors, if any.

E. Conduct

1. Assignability

Pursuant to New York State General Municipal Law §109, Municipality shall not assign, transfer, convey, sublet, or otherwise dispose of any of its rights, interest or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without County's previous written consent. Any assignment, transfer, conveyance, subletting or other disposal without the required written consent shall cause the contract to be revoked and annulled by County and Municipality shall forfeit and lose all moneys due under the Agreement, except so much as may be required to pay Municipality's employees performing

activities under the Agreement. Any assignment, transfer, conveyance, subletting or other disposal properly consented to by County shall be subject to all of the terms and conditions of this Agreement. The provisions of this subdivision IX(E)(1) shall survive expiration or earlier termination of this Agreement.

4. Hatch Act

Municipality agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

5. Conflict of Interest

- a. Municipality shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Municipality further covenants that in the performance of the Agreement no person having such a financial interest shall be employed or retained by the Municipality hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Municipalities which are receiving funds under the CDBG Entitlement program.
- b. The provisions of this subdivision IX(E)(3) shall survive expiration or earlier termination of this Agreement.

4. Lobbying

- a. By execution of this Agreement Municipality certifies to the best of the knowledge and belief of the undersigned, that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of Municipality, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - iii. Municipality shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subrecipients, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors (of Municipality and Subrecipients) shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. The provisions of this subdivision IX(E)(4) shall survive expiration or earlier termination of this Agreement.

5. Copyright

In addition to any other rights HUD may have pursuant to 2 C.F.R. § 200.315, if this Agreement results in any copyrightable material or inventions, County and HUD reserve the right to royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes. The provisions of this subdivision IX(E)(5) shall survive expiration or earlier termination of this Agreement.

6. Rights to Inventions Made under Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Municipality or Subrecipient, if any, wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Municipality or Subrecipient, if any, must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Religious Organization

Municipality agrees, and shall cause all Subrecipients and their subcontractors, if any, to agree, that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 C.F.R. §570.200(j) (such as worship, religious instruction, or proselytization) as part of the programs or services funded under this Agreement. If Municipality or any Subrecipient or either of their subcontractors, if any, conduct such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the CDBG-funded programs or services. Municipality, its Subrecipients or either of their subcontractors, if any, shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. The provisions of this subdivision IX(E)(6) shall survive expiration or earlier termination of this Agreement.

8. Excessive Force

a. Pursuant to Section 519 of the 1990 HUD Appropriations Act (P.L. 101-140) and Section 906 of the National Affordable Housing Act (NAHA) of 1990 (P.L. 101-625) Municipality and all of its government entity Subrecipients, if any, have adopted and are enforcing:

i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

b. The provisions of this subdivision IX(E)(7) shall survive expiration or earlier termination of this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air, Water and Environmental Review

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to comply with the following laws and regulations applicable to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. §1857, et seq., 42 U.S.C. 7401- 7671q, and all regulations and guidelines issued thereunder;
2. Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50 as amended
4. HUD Environmental Review Procedures (24 C.F.R. Part 58);
5. New York State Environmental Quality Review Act, and all regulations and guidelines issued thereunder;
6. All other federal, state, and local laws, regulations, and ordinances applicable to the activities funded under this Agreement.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to, assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Municipality shall, and shall cause its subcontractors, Subrecipients and their subcontractors, if any, to agree that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties that include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under six (6). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

Municipality agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, (16 U.S.C. §470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

E. Survival

The provisions of this Section X shall survive expiration or earlier termination of this Agreement.

XI. FORCE MAJEURE

A. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of Municipality or County in the performance of this Agreement where non-performance, by exercise of reasonable diligence, cannot be prevented.

B. The affected party shall provide the other party with written notice of any Force Majeure occurrence as soon as the delay is known and shall provide the other party with a written contingency plan to address the Force Majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the Force Majeure condition continues beyond thirty (30) days, the parties shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives hereunder.

C. Neither County nor Municipality shall be liable to the other for any delay in or failure of performance under this Agreement due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of causes of such delay or failure shall extend the period for performance to such extent as determined by County and Municipality to be necessary to enable complete performance by County and Municipality if reasonable diligence is exercised after the cause of delay or failure has been removed.

E. Notwithstanding the above, at the discretion of County, where the delay or failure will significantly impair the value of this Agreement to County, County may terminate this Agreement or the portion thereof which is subject to delays in accordance with Section VI(G) of this Agreement.

XII. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by County, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division. The provisions of this Section XII shall survive expiration or earlier termination of this Agreement.

XIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York without giving effect to choice of law provisions. Municipality shall render all services under this Agreement in accordance with applicable provisions of all federal, New York State, County and Municipality laws, regulations and policies as are in effect at the time such services are rendered. The provisions of this Section XIII shall survive expiration or earlier termination of this Agreement.

XIV. SERVICE OF PROCESS

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules, Municipality hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Municipality's actual receipt of process or upon County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Municipality must promptly notify County, in writing, of each and every change of address to which service of process can be made. Service by County to the last known address shall be sufficient. Municipality will have thirty (30) calendar days after service hereunder is complete in which to respond. The provisions of this Section XIV shall survive expiration or earlier termination of this Agreement.

XV. CONFLICTING TERMS

In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof), New York State laws and regulations, and federal laws and regulations the strictest term or condition shall control, unless federal preemption requires otherwise. The provisions of this Section XV shall survive expiration or earlier termination of this Agreement.

XVI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect. The provisions of this Section XVI shall survive expiration or earlier termination of this Agreement.

XVII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement. The provisions of this Section XVII shall survive expiration or earlier termination of this Agreement.

XVIII. EXHIBITS

A. As a condition of contract, Municipality shall provide and keep updated, in accordance with the terms of this Agreement, the information required for completion of the following Exhibits:

- | | |
|------------|---|
| Exhibit 1: | OCD CDBG Approved Project Budget |
| Exhibit 2: | Annual Beneficiary Report [Exhibit 2 is not used if not applicable] |
| Exhibit 3: | Project Implementation Schedule |
| Exhibit 4: | CDBG Payment Request – Municipal Voucher |
| Exhibit 5: | Insurance Certificates and Bonds required by the Agreement |
| Exhibit 6: | Quarterly Project Progress Report |
| Exhibit 7: | Council/Board Resolution for Certification of Authority |
| Exhibit 8: | Fair Housing Resolution |

B. The provisions of this Section XVIII shall survive expiration or earlier termination of this Agreement.

XIX. WAIVER

Either party's failure to act with respect to a breach by the other does not waive its right to act with respect to subsequent or similar breaches. The failure of either party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. The provisions of this Section XIX shall survive expiration or earlier termination of this Agreement.

XX. INCORPORATION BY REFERENCE

All County, New York State and federal laws, regulations, policies, and other guidance noted in this Agreement are hereby incorporated by reference in full, all as may have been previously amended from their initial enactment until the date of this Agreement, and all as may be amended in the future. The provisions of this Section XX shall survive expiration or earlier termination of this Agreement.

XXI. BINDING EFFECT

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

XXII. ENTIRE AGREEMENT

CDBG Municipal Agreement (06/23)

This Agreement constitutes the entire Agreement between County and Municipality for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between County and Municipality with respect to this Agreement.

XXIII. AUTHORITY

Each party represents that the signatory has been duly authorized to bind the party by executing this Agreement. Proof of Municipality's authorization is in the attached **Exhibit 7**.

XXIV. SIGNATURES

A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

This Agreement may be executed in one or more counterparts and all such counterparts shall be deemed to constitute but one and the same agreement as if all signatures were set forth on the same agreement.

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

COUNTY

MUNICIPALITY

COUNTY OF ORANGE

TOWN OF NEWBURGH

By: _____

By: _____

Name: Stefan ("Steven") M. Neuhaus

Name: Gil Piaquadio

Title: County Executive

Title: Supervisor

COUNTY ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of in the year 20____, before me, the undersigned, personally appeared **Stefan ("Steven") M. Neuhaus** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

MUNICIPALITY

CERTIFICATION OF AUTHORITY

(NOTE: Please also attach an original certified copy of the Council/Board authorizing resolution as Exhibit 7.)

I, _____ ("Clerk") certify that I am the Clerk, of _____
 _____ ("Municipality") a municipal corporation duly created pursuant to the laws of New
 York State and a party to this Agreement; that _____, who signed
 (Name of Chief Executive Executing Agreement)
 this Agreement on behalf of Municipality, was at the time of execution the _____
 (Title of Chief Executive)
 of Municipality; that this Agreement was duly signed for and on behalf of Municipality, as authorized by the
 _____;
 (Board or Council); and that such authority is in full force and effect at the date hereof.

(Place Municipal Seal Here)

Clerk Signature

CLERK'S ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF } ss.:

On the _____ day of _____ in the year 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

**ADDENDUM TO THE COUNTY OF ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM MUNICIPAL AGREEMENT FOR FY 2023**

This Addendum dated the __ day of ____, 2023, modifies a “County of Orange Community Development Block Grant Program Municipal Agreement for FY 2023” dated the __ day of ____, 2023 (the “Agreement”), entered into by the County of Orange (the “County”) and the **Town of Newburgh (the “Municipality”)**, as follows:

WHEREAS, pursuant to the Agreement, the Municipality is to receive **\$185,000.00** in Community Development Block Grant (“CDBG”) monies to perform work relating to a project entitled **Roseton Hills Wastewater Treatment Facility Filter Replacement Improvements** (the “Project”); and

WHEREAS, McGoe, Hauser and Edsall, P.C. (“MHE Engineering”), is an engineering firm retained by the Municipality to provide assistance with regard to the Municipality’s efforts to obtain CDBG monies for the Project; and

WHEREAS, the Municipality and MHE Engineering, certifies that the work comprising the Project does not constitute maintenance or repair work which would be an ineligible activity pursuant to applicable HUD regulations, including Title 24 of the Code of Federal Regulations; and

NOW THEREFORE, for good and valuable consideration, the existence and sufficiency of which is hereby acknowledged, the County and the Municipality agree as follows:

1. To the fullest extent permitted by law, the Municipality shall defend, indemnify and hold harmless the County, including its officials and employees, against all claims, losses, damages, liabilities, costs, fees, penalties, fines or expenses arising out of a finding and/or determination that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations.
2. If a finding and/or determination is made that any aspect of the Project funded (in whole or in part) by CDBG monies is not an eligible activity under Title 24 of the Code of Federal Regulations, and the County is required to reimburse and/or expend funds as a result of such finding and/or determination, then the Municipality shall pay to the County an amount equal to the amount the County is required to reimburse and/or expend as a result of such finding and/or determination, plus reasonable attorneys’ fees.
3. The Municipality shall make such payment to the County within sixty (60) days of receipt of written notice from the County that payment to the County pursuant to this Addendum is required.
4. Such payment shall be made to the County without deduction, defense, setoff, or counterclaim.

5. The Municipality's obligations assumed pursuant to this Addendum shall survive the expiration or termination of this Agreement.

6. All other terms of the Agreement, except as specifically amended or modified herein, shall remain in full force and effect.

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

County of Orange

Town of Newburgh

By: _____
Stefan ("Steven") M. Neuhaus
County Executive

By: _____
Gil Piaquadio
Supervisor

EXHIBIT 1

Exhibit 1 is comprised of Roseton Hills Wastewater Treatment Facility Filter Replacement Improvements to benefit Low-Mod Area LMA Project Budget as approved by OCD.

Municipality: Town of Newburgh

Federal Tax ID # (EIN): 14-6002330

Unique Entity ID #: G6GMFZVNQMB6

CAGE Code: 87H52

Project CDBG Award: \$185,000.00

Funds committed from other sources: \$131,961

Total Project Cost (CDBG Funds + Other Funds Committed): \$316,961

DETAILED BUDGET:

| | |
|-----------------------------------|-----------|
| Cloth Disc Filter | \$277,646 |
| Demo of Existing Sand Filter | \$10,500 |
| Construction Contingencies | \$28,815 |
| Estimated Total Construction Cost | \$316,961 |

EXHIBIT 2

Annual Beneficiary Report for any project which is not eligible based on low-mod area/census data. Use this form for public services, senior centers, etc.
DO NOT use this form for water/sewer/ADA, etc. projects.

REPORT FORM FOR _____
Municipality name and project

| Accomplishments | PY 2023 Unduplicated count | P.Y. 2023 Total units of service (optional) |
|--|---|--|
| Total number (Unduplicated) | | |
| INCOME RANGE (NOTE: Senior Centers do not have to report on income of participants) | | |
| Extremely low 0-30% | | |
| V. Low 31-50% | | |
| Moderate 51-80% | | |
| Race - NON-HISPANIC | | |
| White | | |
| Black | | |
| Asian | | |
| American Indian/Alaskan Native | | |
| Multi-racial – | | |
| American Indian-White | | |
| Asian – White | | |
| Black – White | | |
| American Indian and Black | | |
| Other Multi-Racial | | |
| LATINO/HISPANIC | | |
| White | | |
| Black | | |
| Asian | | |
| American Indian/Alaskan Native | | |
| Multi-racial – | | |
| American Indian-White | | |
| Asian – White | | |
| Black – White | | |
| American Indian and Black | | |
| Other Multi-Racial | | |
| Single Parent Head of Household: | | |
| Male: | | |
| Female: | | |
| Persons with Disabilities: | | |

EXHIBIT 3

2023 CDBG MUNICIPAL PROJECT IMPLEMENTATION TIMETABLE

MUNICIPALITY: Town of Newburgh

CDBG Municipal Agreement (06/23)

Page 37 of 45

MILESTONE

DATE

| | |
|---|---|
| For construction projects, the timeline is provided below. NOTE: OCD must complete the environmental review process before construction can begin on a funded project- a full set of plans and specifications will be required. Projects should be completed by October 31 st , 2024. | |
| Conceptual Engineering/Design prepared and documentation that all approvals and permits are in progress | At time of CDBG application - June 2022 |
| Other match funding sources confirmed | At time of CDBG application – June 2022 |
| Grant Award Notification from OCD | No later than December 31, 2023 |
| OCD will notify awardees to submit final plans to OCD: | Spring 2023 |
| Final Engineering/Design/Specifications/Plans Completed: | Spring 2023 |
| OCD begins NEPA Part 58 environmental review – a full set of plans and specifications is required before this review can begin | Spring 2024 (the environmental review can take 60-90 days depending on the level of review and public comment periods needed) |
| Environmental Review Completed and HUD Authority to Use Grant Funds (AUGF) | Summer 2024 (after CDBG agreement is executed between HUD and County) |
| Once the CDBG agreement is executed and the environmental review is complete the municipality will receive a Notice to Proceed from OCD to start construction. Choice limiting actions including contract execution with contractor, acquisition, demolition, rehabilitation, new construction, and site prep, or any other activities that commit to future activities can now happen. | Any time after AUGF is received from HUD |
| Bid Specs Completed and sent to OCD for approval: | By February 1, 2024 |
| Estimated date of bid opening: | By March 1, 2024 |
| Pre-construction Meeting: | By March 31, 2024 |
| Projected construction starts: | By May 1, 2024 |
| Davis Bacon wages and project eligibility reviewed by Municipality and monitored by OCD | Before, during and at completion of construction |
| Progress vouchers assembled by Municipality, reviewed for accuracy and completeness, and submitted to OCD for monitoring, approval, and payment to municipality, 10% retainage will be held until completion of project | During and at completion of construction |
| Construction Completion | By September 2024 |
| All vouchers submitted to OCD with complete documentation including engineers' final inspection of project | September 15, 2024 |
| Date that all funds for project must be drawn from HUD: | October 31, 2024 |

EXHIBIT 4

Orange County Office of Community Development
CDBG Payment Request - Municipal Voucher

VENDOR/CLAIMANT'S PROJECT CERTIFICATION

As an Official who is authorized to legally bind the non-Federal entity, the undersigned hereby certifies to the County of Orange: "To the best of my knowledge and belief, the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

Municipality

Project Engineer/Architect

Voucher Contact Person

Phone Number

Address

Email

Project Name and Funding Year

OCD Payment Request Amount \$

Check to be sure you have included the following along with this payment request:

- ☐ Payment Request form (AIA) signed and notarized by Contractor, signed by Engineer
- ☐ Certified Payrolls Forms (WH-347) signed and notarized by Contractor AND Subcontractors
- ☐ Any fully executed change orders, if applicable
- ☐ Self-Employed Contractor/Subcontractor Certification, if applicable

Incomplete and/or incorrect Vouchers will not be processed and will be returned resulting in payment delays.

If Final Payment:

- ☐ ADA Certification from Engineer, if applicable
- ☐ Executed Release of Lien
- ☐ Maintenance Bond/One (1) year guarantee

Force Account Payment Requests Only:

- ☐ material/equipment purchases only - submit receipts, packing slips, sign vendor invoice "received"
- ☐ For reimbursement of labor only - submit certified payroll, duty logs and/or schedules, summary sheet indicating number of hours, hourly rate and total amount requested from CDBG and amount to be paid from other sources.

EXHIBIT 5

Exhibit 5 includes the following attached Insurance Certificates:

INSURANCE REQUIREMENTS

New York State and County of Orange have outlined the requirements listed below for all municipal agreements, cooperation agreements and amendments that are executed in connection with the Community Development Block Grant Program (through the office of Community Development).

Important Note: Risk Management Department will not approve any municipal agreement or amendment for signature without the proper insurance certificates. In order to avoid any delays in the implementation of your CDBG project, please submit all insurance certificates in the proper format with your signed Municipal Agreement.

Thank you for your cooperation!

CERTIFICATE OF LIABILITY INSURANCE:

Acceptable certificates will include the following language and shall comply with the limits and terms contained in municipal grant agreements, cooperation agreements or agreement amendments.

- a. In the "Description Box" of the Certificate- "The County of Orange", c/o Office of Community Development is named as Additional Insured. The (municipality's name), shall have no right to recovery or subrogation against the County of Orange (including its employees and other agents and agencies)."
- b. In the "Certificate Holder" Box of the Certificate- "The County of Orange", c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924

CERTIFICATE OF WORKERS COMPENSATION:

- a. Form C-105.2/Form U-26.3 or
- b. SI-12 or GSI-105.2

CERTIFICATE OF DISABILITY BENEFITS INSURANCE:

- a. Form DB-120.1 or
- b. DB-155

WORKERS COMPENSATION AND DISABILITY EXEMPTIONS:

Municipalities exempt from Workers Compensation and/or Disability Benefits Insurance Coverage must submit "Certificate of Attestation of Exemption" Form CE-200.

Please contact your Insurance Agent with any questions on the required forms.

EXHIBIT 6

**QUARTERLY PROJECT PROGRESS REPORT
CDBG MUNICIPAL PROGRAM**

SUBMIT REPORT TO: Office of Community Development
40 Matthews Street, Suite 307A
Goshen, NY 10924
Attn: Inspector

MUNICIPALITY: _____ **SUBRECIPIENT:** _____

PROJECT/ACTIVITY NAME: _____ **FUND YEAR:** _____
(* Please complete a separate report for each open project. Thank you.)

NAME: _____ **DATE REPORT PREPARED:** _____
(of person most familiar with information in this report.)

TELEPHONE #: _____ **E-MAIL:** _____
(of person completing this report) (of person completing this report)

REPORT FOR THE PERIOD OF _____, 20____ **TO** _____, 20____
(Month /Day) (Month/Day)

1. List below the anticipated milestones that were to have been achieved this quarter (reference Exhibit 3):

2. List below the milestones that have been achieved to date, be specific:

3. Provide any updates relevant to the anticipated completion date (Was the projected timeline accurate? Do you anticipate needing an extension? etc.)

EXHIBIT 7

Attached Council/Board Resolution for Certification of Authority

EXHIBIT 8

Fair Housing Resolution

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall
1496 Route 300, in the Town of Newburgh,
Orange County, New York on the 23rd day
of May, 2022 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Planuzia, Supervisor
Elizabeth Greene, Councilwoman
Paul Ruggiero, Councilman

RESOLUTION IN SUPPORT OF TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FEDERAL FAIR HOUSING LAW) AND THE NEW YORK STATE HUMAN RIGHTS LAW

Councilman Ruggiero presented the following resolution which was seconded by Councilwoman Greene.

WHEREAS, the Town of Newburgh supports Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. It is the policy of the Town of Newburgh to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, ancestry, sex (including pregnancy), national origin, nationality, familial status, marital or domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, disability for military service, mental or physical disability, perceived disability, AIDS/HIV status and Lawful Income or Source of Lawful Rent Payments (Section 8). The Town of Newburgh further objects to discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability as prohibited by Title VIII of the Civil Rights Act of 1968 (Federal Fair Housing Law) and the New York State Human Rights Law. Therefore, the Town Board of Town of Newburgh does hereby approve the following resolution.

BE IT RESOLVED, that within available resources, the Town of Newburgh will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate; and

BE IT FURTHER RESOLVED, that the Town of Newburgh shall publicize this resolution and through this publicity shall cause owners of real estate, developers, and builders to become

aware of their respective responsibilities and rights under the Federal Fair Housing Law, the New York State Human Rights Law, and any local laws or ordinances.

BE IT FURTHER RESOLVED, that the Town of Newburgh will assist all persons who feel they have been discriminated against under one of the aforementioned categories, to seek equity under federal and state laws by filing a complaint with the New York State Human Rights Law and the U.S. Department of Housing and Urban Development, as appropriate; and

BE IT FURTHER RESOLVED, that the Town of Newburgh will at a minimum include, but not be limited to:

(1) the printing and publicizing of this resolution, a fair housing public notice and other applicable fair housing information through local media, community contacts and placement on the Town's website and in other social media;

(2) distribution of posters, flyers, and any other means which will bring to the attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

| | | |
|---|--------|---------------|
| <u>Elizabeth Greene, Councilwoman</u> | voting | <u>AYE</u> |
| <u>Paul Ruggiero, Councilman</u> | voting | <u>AYE</u> |
| <u>Scott M. Manley, Councilman</u> | voting | <u>ABSENT</u> |
| <u>Anthony R. Lobbondio, Councilman</u> | voting | <u>ABSENT</u> |
| <u>Gilbert J. Piquadino, Supervisor</u> | voting | <u>AYE</u> |

The resolution was thereupon declared duly adopted.

ATTEST:



Gilbert J. Piquadino, Supervisor

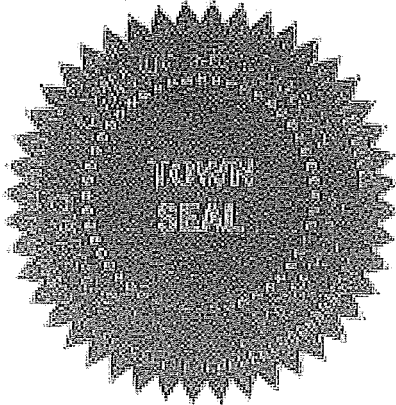
May 23, 2022

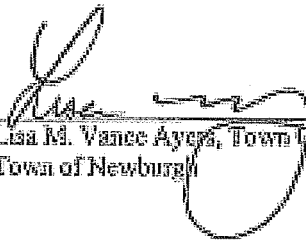
Date

(845) 564-1552

Telephone Number

I, Lisa M. Vance Ayers, Town Clerk of the Town of Newburgh, hereby certify that the foregoing is a full, true, and accurate copy of a resolution duly and regularly adopted by the governing body of the municipality, at a meeting duly and regularly held on May 23, 2022, at which quorum was present throughout, and the required majority of the governing body voted in favor of this resolution. I further certify that this resolution is still in full force and effect and has not been revoked or modified.




Lisa M. Vance Ayers, Town Clerk
Town of Newburgh

113

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *Jo*
DATE: 31 Oct 2023
RE: **Water Treatment Plants – SCADA Maintenance Services**

Attached for Town Board review and approval is Task Order No. 8 for continued maintenance and support services for the SCADA system at the Town's water treatment plants.

Work completed under the previous task order includes the following:

- Prepared new firewall spec and VPN tunnel
- Procured necessary equipment and installed firewall and VPN
- Troubleshoot PLC failure
- Miscellaneous out-of-pocket costs

As the above requires Town Board action, I request it be placed on the next available agenda. If you have any questions, I am available to discuss them with you.

Cc: K. Castro, GHD
D. Bertola, CAMO
P. Hines, MHE

**EXHIBIT A
TASK ORDER NO. 8**

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 |
|-------------------|---------------------------|--------------|
| Zachary Van Ornam | zachary.vanornam@ghd.com | 315-802-0352 |
| 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 |

**EXHIBIT A
TASK ORDER NO. 8**

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 \$15,000 |

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 **September 14, 2023**.

OWNER:

TOWN OF NEWBURGH, NEW YORK

By:

Name: Gil Piaquadio

Title: Supervisor

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: James Osborne, PE

Title: Town Engineer

Address: 1496 Route 300, Newburgh, NY 12550

E-Mail: engineering@townofnewburgh.org

Phone: 845.564.4552

Fax: _____

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: _____

#11C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, Representative Town Engineer

TGA

DATE: 9 November 2023

RE: Patton Ridge Subdivision
Security & Inspection Fees

The applicant's Engineers, Kirk Rother, PE has prepared cost estimates for the public improvements for the subject subdivision. The cost estimates, were prepared using unit prices provided by my office.

Based on the submitted cost estimate security in the amount of \$1,288,027.00 must be provided.

Town Code 104-2A(8) requires 4% inspection fees be posted for the public improvements. The 4% inspection fee is \$51,521.00, and should be deposited in the following accounts.

| <i>Account</i> | <i>Approved Cost Estimate</i> | <i>4% Fee</i> |
|----------------|-------------------------------|---------------|
| Highway | \$ 765,019 | \$30,600.68 |
| Water | \$ 270,670 | \$10,826.80 |
| Sewer | \$ 252,338 | \$10,093.52 |
| Total | \$1,188,027 | \$51,521.00 |

A separate landscape inspection fee is required in the amount of \$2,000.00. An MS4 Soil erosion inspection fee is required. An initial deposit of \$10,000 is recommended.

The security and inspection fees require Town Board approval, I request that it be put on the next available agenda.

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

KIRK ROTHER, PE
CONSULTING ENGINEER, PLLC

5 Saint Stephens Lane
Phone (845) 988-0620

Warwick, NY 10990
Email krother@kirkrother.com

Patton Ridge Subdivision
Town of Newburgh, Orange County, New York
Public Improvements Bond Estimate
Prepared May 2023


| Item Description | Quantity | Unit | Unit Cost | Total |
|--|----------|--------------|-------------|-----------------------|
| Drainage Infrastructure | | | | |
| Install and Furnish 15" HDPE smooth wall drainage pipe | 203 | L.F. | \$75.00 | \$15,225.00 |
| Install and Furnish 18" HDPE smooth wall drainage pipe | 752 | L.F. | \$92.00 | \$69,184.00 |
| Install and Furnish Catch Basin | 6 | Per Unit | \$4,888.00 | \$29,328.00 |
| Install and Furnish Drainage Manhole | 1 | Per Unit | \$5,428.00 | \$5,428.00 |
| Install and Furnish Flared End Section | 23 | Per Unit | \$815.00 | \$18,745.00 |
| Excavate and Finish Grade diversion & Road Side Swales | 1870 | L.F. | \$16.40 | \$30,668.00 |
| Excavate and Finish Grade Detention Ponds | 1 | Per Unit | \$12,500.00 | \$12,500.00 |
| Install gravel pad for detention pond access road | 85 | C.Y. | \$62.40 | \$5,304.00 |
| Detention Pond Plantings | 1 | Lump Sum | \$10,000.00 | \$10,000.00 |
| Install and Furnish Outlet Control Structures for detention pond | 1 | Per Unit | \$6,000.00 | \$6,000.00 |
| Install and Furnish 2,060 S.F. Rip-Rap Spillways / Flow Pilots | 80 | C.Y. | \$120.00 | \$9,600.00 |
| Erosion and Sediment Control | | | | |
| Install and Furnish Stabilized Construction Entrance | 2 | Per Unit | \$2,500.00 | \$5,000.00 |
| Install and Furnish Silt Fence Erosion Control | 1050 | L.F. | \$7.50 | \$7,875.00 |
| Install and Furnish Rip Rap Outlet for Temporary Sediment Traps (Excavation for temporary sediment traps included in excavation for detention Ponds) | 1 | Per Unit | \$1,000.00 | \$1,000.00 |
| Install and Furnish Stone Check Dam in temporary diversion swales (Excavation for temporary diversion swales included in excavation for diversion swales) | 5 | Per Unit | \$100.00 | \$500.00 |
| Install and Furnish Catch Basin Inlet Protection | 6 | Per Unit | \$85.00 | \$510.00 |
| Removal of Erosion Control Devices | | Lump Sum | \$4,000.00 | \$3,000.00 |
| Town Roadway | | | | |
| 3" Hot Mix Asphalt Binder | 390 | Tons | \$183.20 | \$71,448.00 |
| 1" Hot Mix Asphalt Top | 130 | Tons | \$183.20 | \$23,816.00 |
| 12" Granular Subbase | 2450 | S.Y. | \$62.40 | \$152,880.00 |
| 4" Stone Shoulder | 160 | S.Y. | \$62.40 | \$9,984.00 |
| Water System | | | | |
| Install and Furnish Fire Hydrant and Valve | 4 | Per Unit | \$7,800.00 | \$31,200.00 |
| Install and Furnish 8" D.I.P. Water Main | 1573 | L.F. | \$110.00 | \$173,030.00 |
| Install and Furnish Water Main Gate Valve | 10 | Per Unit | \$2,300.00 | \$23,000.00 |
| Install and Furnish Water Service Valve Box | 16 | Per Unit | \$2,715.00 | \$43,440.00 |
| Sewer System | | | | |
| Install and Furnish Sewer Man Hole | 9 | Per Unit | \$5,430.00 | \$48,870.00 |
| Install and Furnish 8" SDR-35 PVC Sewer Main | 1429 | L.F. | \$92.00 | \$131,468.00 |
| Install and Furnish Sewer House Service | 16 | Per Unit | \$4,500.00 | \$72,000.00 |
| Misc. | | | | |
| Place 4" Topsoil Right of Way Areas | 1950 | C.Y. | \$71.50 | \$139,425.00 |
| Install Street / Stop Sign | 2 | Per Unit | \$340.00 | \$680.00 |
| Install Concrete Right of Way Monuments | 25 | Per Monument | \$196.75 | \$4,918.75 |
| As Built Survey | 1 | Per Unit | \$15,000.00 | \$15,000.00 |
| Subtotal | | | | \$1,171,026.75 |
| 10% Contingency | | | | \$117,000.00 |
| Total | | | | \$1,288,026.75 |

#11D

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, Representative Town Engineer 

DATE: 9 November 2023

RE: Nob Hill Sewer Plant - Survey

The Nob Hill Sewer Plant operates under a discharge permit issued by the NYSDEC. The recently issued permit has changes in the discharge limits for sewer perimeters. The current facility cannot meet the new discharge permit standards. The permit has requirements for completion of an approvable engineering report to be submitted by late spring 2024. Construction of the improvements is required by summer 2026. The Town will be seeking grants to pay for a percentage of the required improvements.

In order to commence development of the engineer report a field survey of the site is required. MHE Engineers solicited RFP's for the survey required work. Attached are the results of the response to the RFP.

We would recommend the survey work be awarded to MNTM in the amount of \$9,100.

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

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

September 15, 2023

Gil Piaquadio
Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Proposal No. 5629
Tax Parcels: 26-4-25 & 26
Peach Terrace
Town of Newburgh
Orange County
Boundary & Topographic Survey

Dear Mr. Piaquido,

We are pleased to provide you with this proposal for professional services related to the preparation of a boundary, planimetric and topographic survey for the parcels located on Peach Terrace in the Town of Newburgh, Orange County.

The subject parcels contain approximately 2.76 acres and are currently referenced as Town of Newburgh Tax Parcels Section 26, Block 4, Lot 25 & 26.

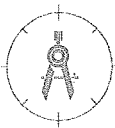
Scope of Work

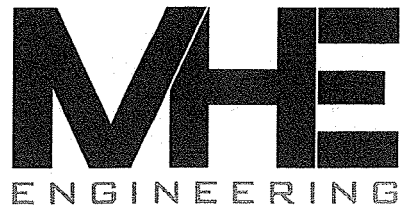
The following describes the work Mercurio-Norton-Tarolli-Marshall (MNTM) is prepared to complete for the subject parcel:

Task 1: Boundary Survey

MNTM will complete a Boundary Survey for the site. The survey will be completed to exceed current New York State Minimum Technical Standards for Land Surveys, Section 6 Urban Class, and will be in accordance with the current New York State Association of Professional Land Surveyors, and Delaware-Hudson Land Surveyors Association standards and will include the following:

- Survey of the perimeter of the subject parcel
- Check of adjoining owner's deeds for conformity
- Check for and location of any encroachments from neighboring parcels
- Conduct field measurements with the location of all visible manmade improvements
- Establish legal boundaries of the subject parcel
- Set iron rods at all important, unmarked property corners
- Certified survey map signed by a Professional Licensed Land Surveyor
- Provide the completed survey in CAD and PDF format





3 October 2023

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, TOWN SUPERVISOR

**SUBJECT: RECOMMENDATION OF AWARD
NOB HILL WWTP SURVEY**

Dear Supervisor Piaquadio and Town Board Members,

MHE Engineering has received three quotes for survey for the Nob Hill WWTP Improvement Project. The quotes and proposed timeline to complete the survey are outlined in the table below.


| Company Name | Price | Timeline |
|---------------------------------------|----------|---|
| C.T. Male Associates | \$16,550 | Start on November 6 th , 2023. Deliverables on November 20th, 2023 |
| Mercurio- Norton- Tarolli-Marshall | \$9,100 | Complete Survey in 6-8 Weeks from Authorization to Proceed *Assumed Completion Date of December 6th, 2023 |
| Tectonic | \$9,800 | Start within 2 weeks of Authorization to Proceed Complete Survey 2 weeks after *Assumed Completion Date of November 8th, 2023 |

* Assuming Proposal Authorized on October 10th, 2023 Town Board Meeting & Authorization to Proceed sent on October 11th, 2023

Based on the above, it is our recommendation that the Town of Newburgh award the Nob Hill WWTP Survey Work to Mercurio-Norton-Tarolli-Marshall. Attached to this letter is the proposal from Mercurio-Norton-Tarolli-Marshall, should the Town Board wish to authorize the survey work.

Respectfully submitted,

MHE Engineering, D.P.C.


Patrick Hines
Principal

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

2

Task 2: Topographic Survey

MNTM will prepare topography for the subject parcel. The topography will be completed utilizing a flight of the site with an unmanned aerial vehicle (UAV). The flight will generate an accurate, up to date orthoimage of the site as well as a LiDAR (Light Detection and Radar) surface that can be utilized for planning and design. The LiDAR surface will be supplemented with spot elevations obtained from conventional survey equipment. The topography will be displayed at 1-foot vertical intervals for the entirety of the subject parcels and the portions of the roadways on which the parcels front. Spot elevations will be provided at all important locations. The topography will be incorporated into the boundary survey map prepared in Task 1 above.

The unmanned aerial vehicle utilized will be a DJI Matrice 300 RTK vehicle with a Zenmuse L1 payload and D-RTK 2 Mobile Station. The Zenmuse L1 includes a Livox Lidar module and a 20MP RGB Camera. The Zenmuse L1 claims a vertical accuracy of 5cm (approximately 2 inches).

Task 3: Planimetric & Spot Elevation Survey

MNTM will supplement the Topographic Survey completed in Task 2 with the following information:

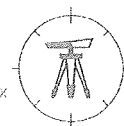
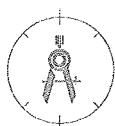
- All pipes, drains, invert elevations, manholes, drop inlets, pipe outlets, and drainage channels.
- All structures with use and materials identified.
- All tanks including wall thicknesses
- All trees greater than 6" DBH with tree genus identified
- Overhead and underground utilities including all pipes sizes, material, inverts, rim elevations, and valve boxes (owner to mark out utilities)
- Locate and label all waterways within surveyed bounds
- Ties to all baseline points
- Spot elevations at:
 - All site features
 - Top and bottom of walls and steps (at an interval not to exceed 25 feet)
 - Edges of all paved and gravel areas

Fee Schedule

MNTM proposes to bill each task as indicated in the following Fee Schedule Summary. Invoices will be issued monthly for all services performed during that month and are payable upon receipt. Invoices not paid within 30 days of the date of the bill will be subject to an interest rate of 2.0% per month compounded.

| <u>Task</u> | <u>Description</u> | <u>Lump Sum Fee</u> |
|--------------------|-------------------------------------|----------------------------|
| 1 | Boundary Survey | \$2,900.00 |
| 2 | Topographic Survey | \$2,600.00 |
| 3 | Planimetric & Spot Elevation Survey | \$3,600.00 |
| Lump Sum Cost | | \$9,100.00 |

Based upon current workload, MNTM estimates Tasks 1-3 will be completed in approximately 8-10 weeks. The provided estimate for completion is based upon currently contracted work. The estimated timeline is subject to change depending on variables such as weather conditions and additional work that may be contracted after this proposal was sent. Work will not be scheduled on a task until the requested retainer and Authorization to Proceed have been received.



The Fee Schedule provided does not include municipal fees (application fees, review fees, etc.), if applicable. All municipal fees are the responsibility of the applicant.

No costs for additional studies or services not expressly listed in the tasks have been provided. If additional tasks are necessary, MNTM will provide estimates of required services prior to beginning such work.

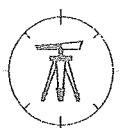
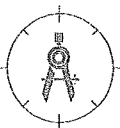
Thank you for your consideration. If the provided estimates are acceptable, please sign the attached Agreement and return the same to this office as our formal authorization to proceed. If you have any questions or comments regarding this proposal, please do not hesitate to contact me at (845) 744-3620 or by email at lmmarshall@mntm.co.

Sincerely,



Lawrence Marshall, P.E.

LM/km



AUTHORIZATION TO PROCEED

THIS WILL AUTHORIZE MERCURIO-NORTON-TAROLLI-MARSHALL, ENGINEERING & LAND SURVEYING, P.C. TO PROCEED WITH PROFESSIONAL ENGINEERING AND/OR LAND SURVEYING SERVICES IN ACCORDANCE WITH THIS PROPOSAL AND CONFIRMS MY ACCEPTANCE OF ALL TERMS AND CONDITIONS.

THE FOLLOWING TERMS ARE PART OF THIS AGREEMENT:

1. THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF PROPOSAL.
2. BY SIGNING BELOW, YOU HAVE CERTIFIED THAT YOU HAVE REVIEWED THE TAX PARCELS LISTED IN THE PRECEDING ESTIMATE AND HAVE CONFIRMED THEY ARE THE PARCELS ON WHICH WORK IS TO BE COMPLETED
3. BY SIGNING BELOW, YOU HAVE VERIFIED THAT THERE ARE NO ACTIVE OR PENDING LEGAL DISPUTES IN TITLE ON THE SUBJECT PARCEL
4. INVOICING WILL BE ON A MONTHLY BASIS AND WILL INCLUDE BILLING FOR WORK COMPLETED TO DATE. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE. INTEREST CHARGES OF 2.0% PER MONTH MAY BE APPLIED TO ANY OUTSTANDING INVOICE AFTER 30 DAYS.
5. ANY FEES INCURRED BY MNTM DUE TO THE COLLECTION OF OUTSTANDING INVOICES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, WILL BE CHARGED TO THE CLIENT.
6. MERCURIO-NORTON-TAROLLI-MARSHALL, ENGINEERING & LAND SURVEYING, P.C., RESERVES THE RIGHT TO STOP WORK IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS.
7. ~~MERCURIO-NORTON-TAROLLI-MARSHALL, ENGINEERING & LAND SURVEYING, P.C. RETAINS THE RIGHTS TO ANY AUTOCAD DRAWINGS CREATED FOR THIS WORK. RELEASING OF DIGITAL FILES WILL BE PROVIDED UPON REQUEST AND ONLY AFTER A HOLD HARMLESS RELEASE STATEMENT HAS BEEN RECEIVED. THERE IS A MINIMUM FEE OF \$500.00 FOR THE PREPARATION AND RELEASE OF DIGITAL FILES.~~

NAME:

POSITION:

COMPANY:

DATE:

SIGNATURE:

OFFICE TELEPHONE:

CELLULAR TELEPHONE:

ALTERNATE TELEPHONE:

E-MAIL ADDRESS:

MAILING ADDRESS:

DATE: September 15, 2023

Proposal No. 5629



Fee Schedule & Hourly Billing Rates - 2023

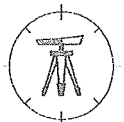
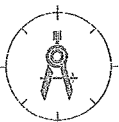
Job Classification:

Hourly Rates:

| | |
|------------------------------|----------|
| Senior Principal Engineer | \$185.00 |
| Professional Engineer | \$165.00 |
| Engineer | \$145.00 |
| Senior Principal Surveyor | \$160.00 |
| Professional Surveyor | \$145.00 |
| Surveying Field Crew (1-Man) | \$135.00 |
| Surveying Field Crew (2-Man) | \$225.00 |
| Surveyor (Office) | \$115.00 |
| Surveyor (Field) | \$135.00 |
| Expert Testimony | \$300.00 |
| Field Technician | \$95.00 |
| Clerical | \$55.00 |

Expenses:

| | |
|---|------------------|
| Mileage | \$0.56 per mile |
| Tolls, Travel Expenses, Etc. | At Cost |
| Map Copies | \$5.00 per sheet |
| Report Copies (Letter Size) – Black & White | \$0.05 per page |
| Color | \$0.20 per page |



CORPORATE CURRICULUM VITAE

Mercurio-Norton-Tarolli-Marshall (MNTM) is a professional engineering and land surveying firm that has been providing services in New York State for over 30 years. Centrally located at the juncture of Orange, Sullivan, and Ulster counties, Mercurio-Norton-Tarolli-Marshall (MNTM) Engineering & Land Surveying, P.C. provides quality engineering and land surveying services in a timely manner and at an affordable price.

A. Current Personnel:

Lawrence Marshall, P.E. – President, Senior Engineer
Zachary A. Peters, P.E. – Vice President, Senior Engineer
Timothy Martz, L.S. – Surveyor Party Chief
Kyle Walz – Surveyor Party Chief
Justin Smith – Surveyor Party Chief
Ryan Smithem – Engineer in Training
Nicole McRae – Draftsperson
William Joy – Field Technician
Nicole Larsen - Secretary
Kendra Marshall – Bookkeeping

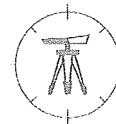
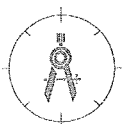
B. Geographic Service Areas:

Mercurio-Norton-Tarolli-Marshall (MNTM) offers services primarily in Orange, Sullivan & Ulster Counties in New York State. Our licensed engineers and land surveyors have also performed work in the following counties: Columbia, Delaware, Dutchess, Greene, Lewis, Mamakating, Narrowsburg, Otsego, Pike (PA), Rensselaer, Rockland, Schoharie, Thompson, & Tompkins.

C. Firm Services:

I. Surveying Services:

- Boundary surveys, Topographic surveys, FEMA/Flood Certificate surveys
- ALTA/NSPS surveys
- Expert Testimony
- GPS/GNSS surveys
- Commercial & Residential stakeout
- Legal descriptions
- As-built surveys
- 1-meter GPS surveys
- Sub-centimeter GPS surveys



II. Engineering Services:

- Conceptual plans & feasibility plans
- Residential & Commercial subdivisions
- Commercial site plans
- Residential site plans
- Soil testing & sewer suitability
- Sewage Disposal System design
- Stormwater Pollution Prevention Plans
- Stormwater Management design
- Stormwater inspections
- Roadway grading & design
- Water well evaluation & testing
- Water treatment and distribution system design
- NYSDEC permits (mining, stream and wetland disturbance, etc.)
- Environmental Impact Statements
- Environmental Assessment Forms

III. General Services:

- Representation at meetings
- Work with municipalities, state agencies, and reviewing professionals
- Project design and approval process

D. Firm Survey Equipment:

- Leica Robotic Total Stations (TS 14 & TS 16)
- Leica DNA 10 Automatic Digital Level
- Leica GPS Receivers (GS18)
- Leica System 500 Differential GPS Receiver
- DJI M300 survey drone with Zenmuse L1 LiDAR sensor
- DJI Phantom 4 Pro survey drone

E. Firm Survey Experience:

Cross View Realty Subdivision - Wallkill, NY

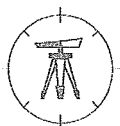
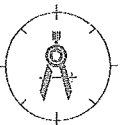
Surveyed and engineered a thirty-six (36) lot single-family residential subdivision served by private wells and sewage disposal systems. Completed stakeout of road, catch basins, drainage basins, houses, wells, and septic systems for construction.

Open Space Institute – Wawarsing, NY

Completed the survey of four (4) parcels totaling over 210 acres of land on the Shawangunk Mountains in the Town of Wawarsing for Open Space Institute.

Open Space Institute – Wawarsing, NY

Completed the survey of eight (8) parcels totaling over 1,013 acres of land on the Shawangunk Mountains in the Town of Wawarsing for Open Space Institute.



Open Space Institute – Wawarsing, NY

Completed the survey of approximately 2.4 miles of former Ontario & Western Railroad totaling approximately 28.0 acres of land in the Town of Wawarsing for Open Space Institute.

Stewart Airport Surveys – New Windsor, NY

Completed ALTA/NSPS land title surveys of 13 parcels totaling over 90 acres of land on the former U.S. Air Force base at Stewart Airport in the Town of New Windsor for a private developer.

Golf Links Development – Wawayanda, NY

Completed the survey a 92.8-acre parcel on Golf Links Road in the Town of Wawayanda for the development of a 144-dwelling unit apartment complex.

F. Firm Engineering Experience:

Golf Links Development – Wawayanda, NY

Completed the design of a 144-dwelling unit apartment complex off Golf Links Road in the Town of Wawayanda. Design included the following items:

- Building and parking lot layout
- Site grading
- Stormwater collection, treatment, and detention design in compliance with current NYSDEC regulations
- Water and sewer services
- Sewage pump station and sewer force main ($\pm 2,500$ lf) design to the Town of Wallkill
- Extension of water main ($\pm 1,000$ lf) from the Town of Wallkill

Construction of this project is underway.

Milk Factory – Montgomery, NY

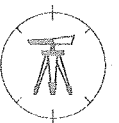
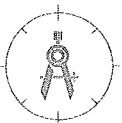
Completing a design of a hotel with accessory restaurant, winery, distillery, and event spaces in the former Borden Condensed Milk Factory off of NYS Route 208 in the Town of Montgomery. Design included the following items:

- Parking lot layout with accessible access paths to all existing and proposed entrances to the buildings on the site
- Site grading
- Stormwater collection, treatment, and detention design in compliance with current NYSDEC regulations
- Water and sewer services

The design and permitting of this project is ongoing.

Pine Bush Drainage Study – Crawford, NY

After repeated flooding of several properties located along Boniface Drive in the Hamlet of Pine Bush, MNTM completed an assessment of all properties that contribute runoff to the area of flooding to determine what, if anything, could be done to mitigate the flooding in the future. A plan of action was developed for each property in 2013 to assist with the mitigation, including items that were able to be enforced by the Town Building Inspector. The Town of Crawford used the prepared report to get all of the property owners within the drainage area to maintain the drainage structures, including stormwater detention basins, on their properties. Since the maintenance outlined in the report has been completed, little flooding has occurred on the previously effected parcels.



G. Personnel Experience:

Lawrence Marshall, P.E.

- Bachelor of Science in Civil Engineering, Lehigh University
- New York Professional Engineer (2009)

Zachary A. Peters, P.E.

- Bachelor of Science in Civil Engineering, Lehigh University
- New York Professional Engineer (2014)
- Pennsylvania Professional Engineer (2014)

Timothy J. Martz, L.S.

- Bachelor of Science in Environmental Geoscience, SUNY Buffalo
- New York Licensed Land Surveyor (2023)

H. References:

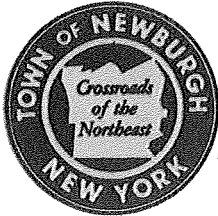
*Matt Decker
Land Project Manager
Open Space Institute
(914)493-4765*

*Charles Carnes
Supervisor
Town of Crawford
(845)744-5010*

*Shawn Arnott
MHE Engineering
(845)561-3100*

Additional references available upon request





#13

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: 10.30.23

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

*Totaling: \$ 2489.18

Canine: \$ 1221.34

Feline: \$ 1267.84

Other: \$

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT

Animal Control

CLAIMANT'S

NAME

Newburgh Veterinary Hospital

AND

ADDRESS

1716 Route 300

Newburgh, NY 12550

(845) 564-2660

TERMS

Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice #

Canine

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|----------|----------|--------------------------------------|------------|----------|
| 9/26/23 | 865914 | | | 171.18 ✓ |
| 9/29/23 | 866192 | | | 279.45 ✓ |
| 10/2/23 | 866542 | | | 18.00 ✓ |
| 10/7/23 | 867097 | | | 242.34 ✓ |
| 10/14/23 | 867794 | | | 283.47 ✓ |
| 10/16/23 | 868009 | | | 208.90 ✓ |
| 10/19/23 | 868334 | | | 18.00 ✓ |
| | | | TOTAL | 1221.34 |

CLAIMANT'S CERTIFICATION

I, Dora M Cast, certify that the above account in the amount of \$ 1221.34 is true and correct; that the items, services and materials charges 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.

10/30/23
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.

10/30/23
Date

[Signature]
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 - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 10-30-23 at 11:35a
Date: 09-26-23
Account: 19984
Invoice: 865914

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|------------|------|------------------------------------|--------|----------|-----------|
| 09-26-23 | 71-23 Spot | 1 | Weight Monitoring | | | 0.00 |
| 09-26-23 | | 1 | Neuter/Canine 1-5YR | 450.00 | 362.00 | 88.00 ** |
| 09-26-23 | | 1 | Anesthesia- Isoflurane | 391.00 | 391.00 | 0.00 ** |
| 09-26-23 | | 1 | ---BloodPressureMonitoring w/anes | | | 0.00 |
| 09-26-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 09-26-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 09-26-23 | | 1 | -----Recovery in Heated Cage | | | 0.00 |
| 09-26-23 | | 1 | ----Warm Water Blanket in Surgery | | | 0.00 |
| 09-26-23 | | 0.16 | -HydromorphoneInject 10mg/ml Co | | | 0.00 |
| 09-26-23 | | 2.80 | Penicillin G Inject / ml (in hosp) | 32.63 | 32.63 | 0.00 ** |
| 09-26-23 | | 1 | Oral, Topical medication administr | 10.70 | 10.70 | 0.00 ** |
| 09-26-23 | | 0.56 | -TelazolInject Control Log / ml | | | 0.00 |
| 09-26-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 09-26-23 | | 10 | Amoxicillin 250mg capsule | 19.75 | 19.27 | 0.48 ** |
| 09-26-23 | | 5 | Vetprofen Tablets 100mg Individual | 23.30 | 20.35 | 2.95 ** |
| 09-26-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 09-26-23 | | 1 | Canine Respiratory Complex- Bord | 58.00 | 42.75 | 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. | | | | | | |
| 09-26-23 | | 1 | Canine Dist/A2/PI/Parvo/Lepto1YR | 58.00 | 42.00 | 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 | | | | | | |
| 09-26-23 | | 1 | Lyme,HW,Ehrlichia,Anaplasma 4D | 109.00 | 80.00 | 29.00 ** |
| Total charges, this invoice... | | | | | | 171.18 |
| **Total discount included: 1030.50 | | | | | | |

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: 10-30-23 at 11:34a
Date: 09-29-23
Account: 19984
Invoice: 866192

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|------------|------|------------------------------------|--------|----------|-----------|
| 09-27-23 | 70-23 Max | 1 | Weight Monitoring | | | 0.00 |
| 09-27-23 | | 1 | Neuter/Canine >6yrs. | 550.00 | 462.00 | 88.00 ** |
| 09-27-23 | | 1 | Anesthesia- Isoflurane | 391.00 | 391.00 | 0.00 ** |
| 09-27-23 | | 1 | ---BloodPressureMonitoring w/anes | | | 0.00 |
| 09-27-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 09-27-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 09-27-23 | | 1 | -----Recovery in Heated Cage | | | 0.00 |
| 09-27-23 | | 1 | ----Warm Water Blanket in Surgery | | | 0.00 |
| 09-27-23 | | 1 | Crypt/Monorchid K9 Inguinal w/ pkg | 119.00 | 59.50 | 59.50 ** |
| 09-27-23 | | 2 | Extract Deciduous Canine | 86.00 | 43.00 | 43.00 ** |
| 09-27-23 | | 0.02 | -HydromorphoneInject 10mg/ml Co | | | 0.00 |
| 09-27-23 | | 0.50 | Penicillin G Inject / ml (in hosp) | 30.47 | 30.47 | 0.00 ** |
| 09-27-23 | | 1 | Oral, Topical medication administr | 10.70 | 10.70 | 0.00 ** |
| 09-27-23 | | 0.08 | -TelazolInject Control Log / ml | | | 0.00 |
| 09-27-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 09-27-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 09-27-23 | | 1 | Lyme,HW,Ehrlichia,Anaplasma 4D | 109.00 | 80.00 | 29.00 ** |
| 09-27-23 | | 1 | Canine Dist/A2/PI/Parvo/Lepto1YR | 58.00 | 42.00 | 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 | | | | | | |
| 09-27-23 | | 1 | Canine Respiratory Complex- Bord | 58.00 | 42.75 | 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. | | | | | | |
| 09-27-23 | | 10 | Amoxicillin 50mg tab #354283 | 22.25 | 19.64 | 2.61 ** |
| 09-27-23 | | 3 | Vetprofen Tablets 25mg Individual | 19.95 | 18.59 | 1.36 ** |
| 09-27-23 | | 10 | Trazodone 50mg tablets #354285 | 19.75 | 19.36 | 0.39 ** |
| 09-28-23 | 71-23 Spot | 60 | Doxycycline 100mg Tablets #35433 | 70.95 | 66.11 | 4.84 ** |

Total charges, this invoice...

279.45

**Total discount included: 1314.92

CONFIRMED

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: 10-30-23 at 11:34a
Date: 10-02-23
Account: 19984
Invoice: 866542

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|-----------|-----|-----------------------|-------|----------|-----------|
| 10-02-23 | 77-23 Jax | 1 | CANINE RABIES / 1YEAR | 58.00 | 40.00 | 18.00 ** |

Total charges, this invoice...

18.00

**Total discount included: 40.00

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.

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 - canine
645 Gidney Ave
Newburgh, NY 12550
(845) 561-3344

Printed: 10-30-23 at 11:33a
Date: 10-07-23
Account: 19984
Invoice: 867097

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|-------------|------|-------------------------------------|--------|----------|-----------|
| 10-06-23 | 76-23 Wendy | 1 | Weight Monitoring | | | 0.00 |
| 10-06-23 | | 0.15 | -HydromorphoneInject 2mg/ml Con | | | 0.00 |
| 10-06-23 | | 3 | Penicillin G Inject / ml (in hosp) | 32.82 | 32.82 | 0.00 ** |
| 10-06-23 | | 2.30 | Rimadyl/ Caprofen Inject / ml Outpa | 62.40 | 31.20 | 31.20 ** |
| 10-06-23 | | 0.50 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-06-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 10-06-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 10-06-23 | | 1 | Lyme,HW,Ehrlichia,Anaplasma 4D | 109.00 | 80.00 | 29.00 ** |
| 10-06-23 | | 1 | Canine Dist/A2/PI/Parvo/Lepto1YR | 58.00 | 42.00 | 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 | | | | | | |
| 10-06-23 | | 1 | Canine Respiratory Complex- Bord | 58.00 | 42.75 | 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. | | | | | | |
| 10-06-23 | | 1 | CANINE RABIES / 1YEAR | 58.00 | 40.00 | 18.00 ** |
| 10-06-23 | | 1 | OHE Canine - Town of Newburgh | 152.00 | 42.00 | 110.00 ** |
| 10-06-23 | | 1 | Anesthesia- Isoflurane | 391.00 | 391.00 | 0.00 ** |
| 10-06-23 | | 1 | ---BloodPressureMonitoring w/anes | | | 0.00 |
| 10-06-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-06-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-06-23 | | 1 | -----Recovery in Heated Cage | | | 0.00 |
| 10-06-23 | | 1 | ----Warm Water Blanket in Surgery | | | 0.00 |
| 10-06-23 | | 14 | Amoxicillin 500mg capsule #35489 | 24.55 | 24.55 | 0.00 ** |
| 10-06-23 | | 5 | Vetprofen Tablets 100mg Individual | 23.30 | 23.30 | 0.00 ** |
| 10-06-23 | | 15 | Trazodone 100mg tablets #354899 | 22.95 | 22.95 | 0.00 ** |
| 10-07-23 | | 42 | Doxycycline 100mg Tablets #35499 | 54.93 | 51.54 | 3.39 ** |

Total charges, this invoice...

242.34

**Total discount included: 853.91

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

COPI

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: 10-30-23 at 11:33a
Date: 10-14-23
Account: 19984
Invoice: 867794

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|-------------|------|--------------------------------------|--------|----------|-----------|
| 10-13-23 | 76-23 Wendy | 1 | Dehiscence repair | 478.00 | 278.00 | 200.00 ** |
| 10-13-23 | | | Anesthesia- Isoflurane | | | 0.00 |
| 10-13-23 | | | ---BloodPressureMonitoring w/anes | | | 0.00 |
| 10-13-23 | | | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-13-23 | | | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-13-23 | | | -----Recovery in Heated Cage | | | 0.00 |
| 10-13-23 | | | ----Warm Water Blanket in Surgery | | | 0.00 |
| 10-13-23 | | | DIAGNOSIS: Dehiscence | | | 0.00 |
| 10-13-23 | | 0.15 | -HydromorphoneInject 10mg/ml Co | | | 0.00 |
| 10-13-23 | | 3 | Penicillin G Inject / ml (in hosp) | 32.82 | 32.82 | 0.00 ** |
| 10-13-23 | | 2.30 | Rimadyl/ Carprofen Inject / ml (in h | 77.84 | 77.84 | 0.00 ** |
| 10-13-23 | | 0.50 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-13-23 | | 6 | Baytril Inject / ml Hosp | 79.80 | 39.90 | 39.90 ** |
| 10-13-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 10-13-23 | | 10 | Ciprofloxacin 500mg tablets #3553 | 28.55 | 27.00 | 1.55 ** |
| 10-13-23 | | 7 | Vetprofen Tablets 100mg Individual | 25.60 | 21.47 | 4.13 ** |
| 10-13-23 | | 30 | Trazodone 100mg tablets #355401 | 28.35 | 26.01 | 2.34 ** |
| 10-13-23 | | 1 | BOARD/K9 TLC 4'X6' Run/Night | 63.00 | 63.00 | 0.00 ** |
| 10-14-23 | | 3 | Oral, Topical medication administr | 32.10 | 16.05 | 16.05 ** |

Total charges, this invoice...

283.47

**Total discount included: 592.59

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

Reminders for: **76-23 Wendy** (Weight: 59.0 lbs - 7y) Last done

| | | |
|-------|---------------------------------|----------|
| 10/24 | CanineDist/Aden/Para/Parvo/Lep | |
| 10/24 | CANINE RABIES / 3 YEAR | |
| 10/24 | lyme,HW,Ehrlichia Accu Plus4(A | 10-06-23 |
| 10/24 | Canine Kennel Cough Vacc -1 ye | 10-06-23 |
| 04/24 | FECAL EXAM | |
| 10/17 | Pro-Heart 12 (51-100lbs) | |

76-23 Wendy's weight history (in lbs)

| | |
|----------|-------|
| 10-06-23 | 59.00 |
|----------|-------|

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: 10-30-23 at 11:32a
Date: 10-16-23
Account: 19984
Invoice: 868009

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|--------------|------|-------------------------------------|--------|----------|-----------|
| 10-16-23 | 78-23 Hunter | 1 | Weight Monitoring | | | 0.00 |
| 10-16-23 | | 1 | Neuter/Canine <1YR | 393.00 | 305.00 | 88.00 ** |
| 10-16-23 | | 1 | Anesthesia- Isoflurane | 391.00 | 391.00 | 0.00 ** |
| 10-16-23 | | 1 | ---BloodPressureMonitoring w/anes | | | 0.00 |
| 10-16-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-16-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-16-23 | | 1 | ----Recovery in Heated Cage | | | 0.00 |
| 10-16-23 | | 1 | ----Warm Water Blanket in Surgery | | | 0.00 |
| 10-16-23 | | 0.10 | -HydromorphoneInject 10mg/ml Co | | | 0.00 |
| 10-16-23 | | 2.60 | Penicillin G Inject / ml (in hosp) | 32.44 | 32.44 | 0.00 ** |
| 10-16-23 | | 1 | Oral, Topical medication administr | 10.70 | 10.70 | 0.00 ** |
| 10-16-23 | | 0.50 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-16-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 10-16-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 10-16-23 | | 1 | Lyme,HW,Ehrlichia,Anaplasma 4D | 109.00 | 80.00 | 29.00 ** |
| 10-16-23 | | 1 | Canine Dist/A2/PI/Parvo/Lepto1YR | 58.00 | 42.00 | 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 | | | | | | |
| 10-16-23 | | 1 | CANINE RABIES / 1YEAR | 58.00 | 40.00 | 18.00 ** |
| 10-16-23 | | 1 | Canine Respiratory Complex- Bord | 58.00 | 42.75 | 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. | | | | | | |
| 10-16-23 | | 5 | Vetprofen Tablets 100mg Individual | 23.30 | 20.35 | 2.95 ** |
| 10-16-23 | | 20 | Amoxicillin 250mg capsule #35559 | 21.95 | 20.99 | 0.96 ** |
| 10-16-23 | | 20 | Trazodone 100mg tablets #355599 | 24.75 | 23.19 | 1.56 ** |
| 10-16-23 | | | DIAGNOSIS: Wound | | | 0.00 |
| 10-16-23 | | 1 | Mupirocin Antibacterial Ointment #3 | 38.50 | 20.82 | 17.68 ** |

Total charges, this invoice...

208.90

**Total discount included: 1059.04

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: 10-30-23 at 11:32a
Date: 10-19-23
Account: 19984
Invoice: 868334

| Date | For | Qty Description | Price | Discount | Net Price |
|----------|------------|-------------------------|-------|----------|-----------|
| 10-19-23 | 79-23 Blue | 1 CANINE RABIES / 1YEAR | 58.00 | 40.00 | 18.00 ** |

Total charges, this invoice...

18.00

**Total discount included: 40.00

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

Reminders for: 79-23 Blue

Last done

| | |
|-------|--------------------------------|
| 10/24 | CANINE RABIES / 3 YEAR |
| 04/24 | Neuter your pet at 5-6 months |
| 04/24 | Canine Kennel Cough Vacc -1 ye |
| 04/24 | FECAL EXAM |
| 10/23 | Pro-Heart 12 (51-100lbs) |
| 04/23 | HEARTWORM TEST |
| 01/23 | CANINE DIST/A2/PI/PARVOLEPTO1Y |

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

(845) 564-4552

Animal Control

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

Net 30 Days

VOUCHER NO.

Abstract #

Invoice #

| Telne | | | | |
|----------|----------|--------------------------------------|------------|---------|
| Date | Quantity | Description of Materials or Services | Unit Price | Amount |
| 9/26/23 | 865913 | | | 70.50 |
| 10/4/23 | 866751 | | | 73.88 |
| 10/4/23 | 866760 | | | 232.16 |
| 10/6/23 | 866955 | | | 112.30 |
| 10/12/23 | 867555 | | | 152.45 |
| 10/12/23 | 867556 | | | 50.25 |
| 10/12/23 | 867568 | | | 152.5 |
| 10/12/23 | 867569 | | | 152.5 |
| 10/16/23 | 868008 | | | 60.75 |
| 10/17/23 | 868158 | | | 395.05 |
| 10/24/23 | 868811 | | | 90.00 |
| | | | TOTAL | 1207.84 |

1. Dora Mcast

Dora McEaster certify that the above account in the amount of \$ 267.84 is true
 and correct, that the same, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or collected, that
 taxes from which the municipality is exempt, are not included, and that the amount claimed is actually due.

10/30/23

DATE _____

Ree on Coast

SIGNATURE

Practice Mgr

TITLE

(Space below for municipal use)

10/30/23
Date

Date _____

Authorized Official

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: 10-30-23 at 11:27a
Date: 09-26-23
Account: 4417
Invoice: 865913

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|------------|-----|------------------------|--------|----------|-----------|
| 09-26-23 | 75C-23 Bea | 1 | FeLV/ FIV Elisa SA260 | 143.00 | 97.50 | 45.50 ** |
| 09-26-23 | | 1 | CONSULT / EXAM - Brief | 50.00 | 25.00 | 25.00 ** |
| 09-26-23 | | 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 | | | | | | |

Total charges, this invoice... 70.50

**Total discount included: 122.50

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

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



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

Printed: 10-30-23 at 11:31a
Date: 10-04-23
Account: 4417
Invoice: 866751

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------------------------------|---------------|-----|--|-------|----------|-----------|
| 09-28-23 | 47k-23 Ruffus | 1 | Weight Monitoring | | | 0.00 |
| 09-28-23 | | 1 | Azithromycin 100mg/5ml suspensio | 40.65 | 15.04 | 25.61 ** |
| 09-28-23 | | 1 | Revolution 0-5lb Mauve Pup/Kit(3 p | 70.00 | 21.73 | 48.27 ** |
| 09-28-23 | | | DIAGNOSIS: Upper Respiratory Syndrome-feline | | | 0.00 |
| Total charges, this invoice... | | | | | | 73.88 |
| **Total discount included: 36.77 | | | | | | |

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

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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: 10-30-23 at 11:30a
Date: 10-04-23
Account: 4417
Invoice: 866760

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|---|------|--|--------|----------|-----------|
| 10-04-23 | 43k-23 Miles | 1 | NEUTER FELINE | 144.00 | 97.50 | 46.50 ** |
| 10-04-23 | | 0.02 | BuprenorphineSR Inject/ml in hosp | 32.14 | 32.14 | 0.00 ** |
| 10-04-23 | | 0.20 | Penicillin G Inject / ml (in hosp) | 30.18 | 30.18 | 0.00 ** |
| 10-04-23 | | 1 | Oral, Topical medication administr | 10.70 | 10.70 | 0.00 ** |
| 10-04-23 | | 0.03 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-04-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 10-04-23 | | 1 | Feline Rabies/ Purevax 1yr | 60.00 | 38.75 | 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. | | | | | |
| 10-04-23 | | 1 | FELINE RHINO/PANLEUK/CALICI | 46.50 | 31.25 | 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. | | | | | |
| 09-28-23 | 48k-23 Rustle | 1 | Weight Monitoring | | | 0.00 |
| 09-28-23 | | | DIAGNOSIS: Upper Respiratory Syndrome-feline | | | 0.00 |
| 09-28-23 | | 1 | FeLV/ FIV Elisa SA260 | 143.00 | 97.50 | 45.50 ** |
| 09-28-23 | 49k-23 Luna | | Weight Monitoring | | | 0.00 |
| 09-28-23 | | 1 | Ophth- Terramycin Ointment #3543 | 49.50 | 27.14 | 22.36 ** |
| 09-28-23 | | | DIAGNOSIS: Upper Respiratory Syndrome-feline | | | 0.00 |
| 10-04-23 | 75C-23 Bea | 1 | OHE FELINE | 377.00 | 337.00 | 40.00 ** |
| | 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. | | | | | |
| 10-04-23 | | 1 | -Isoflurane Gas Anesthesia | | | 0.00 |
| 10-04-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-04-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-04-23 | | 1 | -----Recovery in Heated Cage | | | 0.00 |
| 10-04-23 | | 0.05 | BuprenorphineSR Inject/ml in hosp | 35.35 | 35.35 | 0.00 ** |

| | | | | | | |
|----------|------|------------------------------------|-------|-------|-------|----|
| 10-04-23 | 0.40 | Penicillin G Inject / ml (in hosp) | 30.37 | 30.37 | 0.00 | ** |
| 10-04-23 | 1 | Oral, Topical medication administr | 10.70 | 10.70 | 0.00 | ** |
| 10-04-23 | 0.06 | -TelazolInject Control Log / ml | | | 0.00 | |
| 10-04-23 | 1 | PEDICURE | 19.30 | 19.30 | 0.00 | ** |
| 10-04-23 | 5 | Amoxicillin 50mg tab #354780 | 19.90 | 18.59 | 1.31 | ** |
| 10-04-23 | 1 | Onsior 6mg Individual Tabs #35478 | 22.95 | 19.46 | 3.49 | ** |
| 10-04-23 | 1 | Feline Rabies/ Purevax 1yr | 60.00 | 38.75 | 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.

| | | | | | | |
|----------|---|-----------------------------|-------|-------|-------|----|
| 10-04-23 | 1 | FELINE RHINO/PANLEUK/CALICI | 46.50 | 31.25 | 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.

| | |
|-----------------------------------|--------|
| Total charges, this invoice... | 232.16 |
| **Total discount included: 925.23 | |

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

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 10-30-23 at 11:30a
Date: 10-06-23
Account: 4417
Invoice: 866955

| Date | For | Qty | Description | Price | Discount | Net Price |
|-----------------------------------|---|------|------------------------------------|--------|----------|-----------|
| 10-04-23 | 45C-23 Ella | 1 | OHE FELINE | 377.00 | 289.00 | 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. | | | | | |
| 10-04-23 | | 1 | -Isoflurane Gas Anesthesia | | | 0.00 |
| 10-04-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-04-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-04-23 | | 1 | -----Recovery in Heated Cage | | | 0.00 |
| 10-04-23 | | 0.10 | BuprenorphineSR Inject/ml in hosp | 40.70 | 40.70 | 0.00 ** |
| 10-04-23 | | 0.40 | Penicillin G Inject / ml (in hosp) | 30.37 | 30.37 | 0.00 ** |
| 10-04-23 | | 0.08 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-04-23 | | 1 | Oral, Topical medication administr | 10.70 | 10.70 | 0.00 ** |
| 10-04-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 10-04-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 10-04-23 | | 5 | Amoxicillin 50mg tab #354792 | 19.90 | 18.59 | 1.31 ** |
| 10-04-23 | | 1 | Onsior 6mg Individual Tabs #35479 | 22.95 | 19.46 | 3.49 ** |
| Total charges, this invoice... | | | | | | 112.30 |
| **Total discount included: 438.62 | | | | | | |

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

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

Printed: 10-30-23 at 11:29a
Date: 10-12-23
Account: 4417
Invoice: 867555

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|---|------|------------------------------------|--------|----------|-----------|
| 10-11-23 | 44k-23 Sylvia | 1 | OHE FELINE | 377.00 | 289.00 | 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. | | | | | |
| 10-11-23 | | 1 | -Isoflurane Gas Anesthesia | | | 0.00 |
| 10-11-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-11-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-11-23 | | 1 | -----Recovery in Heated Cage | | | 0.00 |
| 10-11-23 | | 0.02 | BuprenorphineSR Inject/ml in hosp | 32.14 | 32.14 | 0.00 ** |
| 10-11-23 | | 0.08 | Penicillin G Inject / ml (in hosp) | 30.07 | 30.07 | 0.00 ** |
| 10-11-23 | | 0.02 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-11-23 | | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 10-11-23 | | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 10-11-23 | | 1 | Amoxicillin Drops 15ml (50mg/ml) | 31.85 | 23.40 | 8.45 ** |
| 10-11-23 | | 1 | Feline Rabies/ Purevax 1yr | 60.00 | 38.75 | 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. | | | | | |
| 10-11-23 | | 1 | FELINE RHINO/PANLEUK/CALICI | 46.50 | 31.25 | 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. | | | | | |

Total charges, this invoice...

152.45

**Total discount included: 474.41

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

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1716 Route 300
Newburgh, NY 12550
845 564-2660

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645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 10-30-23 at 11:29a
Date: 10-12-23
Account: 4417
Invoice: 867556

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|---------------|-----|--------------------------------|-------|----------|-----------|
| 10-11-23 | 48k-23 Rustle | 1 | CONSULT / EXAM - Sick | 94.50 | 59.50 | 35.00 ** |
| 10-11-23 | | 1 | Feline Rhino/Panleuk/Calici #1 | 46.50 | 31.25 | 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. | | | | | | |

| | |
|----------------------------------|-------|
| Total charges, this invoice... | 50.25 |
| **Total discount included: 90.75 | |

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

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INVOICE

Newburgh Veterinary Hospital

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845 564-2660

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

Printed: 10-30-23 at 11:29a
Date: 10-12-23
Account: 4417
Invoice: 867568

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|-------------|-----|---|-------|----------|-----------|
| 10-12-23 | 49k-23 Luna | 1 | Feline Rhino/Panleuk/Calici #1 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. | 46.50 | 31.25 | 15.25 ** |

Total charges, this invoice...

15.25

**Total discount included: 31.25

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

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Newburgh, NY 12550
(845) 561-3344

Printed: 10-30-23 at 11:28a
Date: 10-12-23
Account: 4417
Invoice: 867569

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|---------------|-----|---|-------|----------|-----------|
| 10-12-23 | 47k-23 Ruffus | 1 | Feline Rhino/Panleuk/Calici #1 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. | 46.50 | 31.25 | 15.25 ** |

Total charges, this invoice...

15.25

**Total discount included: 31.25

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

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645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 10-30-23 at 11:28a
Date: 10-16-23
Account: 4417
Invoice: 868008

| Date | For | Qty | Description | Price | Discount | Net Price |
|-----------------------------------|---------------|-----|---|--------|----------|-----------|
| 10-16-23 | Flannel 50k23 | 1 | Feline Rhino/Panleuk/Calici #1 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. | 46.50 | 31.25 | 15.25 ** |
| 10-16-23 | | 1 | Recommend-Fecal (please dropoff Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience | | | 0.00 |
| 10-16-23 | | 1 | Zoonoses Discussed Zoonotic potential of intestinal parasites- in particular roundworms. | | | 0.00 |
| 10-16-23 | | 1 | FelLV/ FIV Elisa SA260 | 143.00 | 97.50 | 45.50 ** |
| Total charges, this invoice... | | | | | | 60.75 |
| **Total discount included: 128.75 | | | | | | |

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

| Reminders for: Flannel 50k23 | Last done |
|-------------------------------------|-----------------------------|
| 02/24 | FECAL EXAM |
| 12/23 | Rabies/Purevax Feline 1yr |
| 12/23 | Spay your pet at 5-6 months |
| 11/23 | FVRCP Feline #2 |

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845 564-2660

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

Printed: 10-30-23 at 11:28a
Date: 10-17-23
Account: 4417
Invoice: 868158

| Date | For | Qty | Description | Price | Discount | Net Price |
|---|---------------|------|------------------------------------|--------|----------|-----------|
| 10-17-23 | Dallas 51k-23 | 1 | Cuterebra Treatment | 336.00 | 168.00 | 168.00 ** |
| 10-17-23 | | 1 | Sedation (Minor) | 181.00 | 181.00 | 0.00 ** |
| 10-17-23 | | 0.10 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-17-23 | | 1 | FeLV/ FIV Elisa SA260 | 143.00 | 97.50 | 45.50 ** |
| 10-17-23 | | 0.10 | Penicillin G Inject / ml (in hosp) | 30.09 | 15.05 | 15.04 ** |
| 10-17-23 | | 1 | Revolution 0-5lb Mauve Pup/Kit sin | 19.30 | 7.69 | 11.61 ** |
| 10-17-23 | | 1 | Feline Rhino/Panleuk/Calici #1 | 46.50 | 31.25 | 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. | | | | | | |
| 10-17-23 | | 1 | Recommend-Fecal (please dropoff | | | 0.00 |
| Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience | | | | | | |
| 10-17-23 | | 1 | Zoonoses | | | 0.00 |
| Discussed Zoonotic potential of intestinal parasites- in particular roundworms. | | | | | | |
| 10-17-23 | | 1 | Amoxicillin Drops 15ml (50mg/ml) | 31.85 | 23.40 | 8.45 ** |
| 10-17-23 | Piper 42k-23 | 1 | OHE FELINE | 377.00 | 289.00 | 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. | | | | | | |
| 10-17-23 | | 1 | Anesthesia- Isoflurane | 391.00 | 391.00 | 0.00 ** |
| 10-17-23 | | 1 | ---BloodPressureMonitoring w/anes | | | 0.00 |
| 10-17-23 | | 1 | ---PulseOximeterMonitoring w/Anes | | | 0.00 |
| 10-17-23 | | 1 | -CapnographMonitoring w/Anesthe | | | 0.00 |
| 10-17-23 | | 1 | ----Recovery in Heated Cage | | | 0.00 |
| 10-17-23 | | 1 | ----Warm Water Blanket in Surgery | | | 0.00 |
| 10-17-23 | | 0.06 | BuprenorphineSR Inject/ml in hosp | 36.42 | 36.42 | 0.00 ** |

| | | | | | |
|----------|------|---------------------------------|-------|-------|----------|
| 10-17-23 | 0.13 | Onsior Inject/ ml (hosp) | 32.48 | 32.48 | 0.00 ** |
| 10-17-23 | 0.03 | -TelazolInject Control Log / ml | | | 0.00 |
| 10-17-23 | 1 | PEDICURE | 19.30 | 19.30 | 0.00 ** |
| 10-17-23 | 1 | Feline Rhino/Panleuk/Calici #2 | 46.50 | 31.25 | 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.

| | | | | | |
|----------|---|----------------------------------|-------|-------|----------|
| 10-17-23 | 1 | Elizabethan Collar | 30.00 | 10.50 | 19.50 ** |
| 10-17-23 | 1 | Amoxicillin Drops 15ml (50mg/ml) | 31.85 | 23.40 | 8.45 ** |

Total charges, this invoice... 395.05

**Total discount included: 1357.24

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

Reminders for: **Dallas 51k-23** Last done

| | |
|-------|-------------------------------|
| 02/24 | FECAL EXAM |
| 12/23 | Rabies/Purevax Feline 1yr |
| 12/23 | Neuter your pet at 5-6 months |
| 11/23 | FVRCP Feline #2 |

Reminders for: **Piper 42k-23** (Weight: 2.1 lbs - 15w) Last done

| | |
|-------|--------------------------------|
| 01/24 | FECAL EXAM |
| 11/23 | Rhinotracheitis/Pan/leuk/Calic |
| 11/23 | Rabies/Purevax Feline 1yr |

Doctor's Instructions

OHE FELINE

Your kitty has been surgically spayed. Please watch the incision for swelling or redness, and give antibiotics as indicated.

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INVOICE

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1716 Route 300
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845 564-2660

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

Printed: 10-30-23 at 11:27a
Date: 10-24-23
Account: 4417
Invoice: 868811

| Date | For | Qty | Description | Price | Discount | Net Price |
|----------|----------------|-----|------------------------------------|--------|----------|-----------|
| 10-24-23 | 52C-23 October | 1 | Shelter euthanasia and body care f | 103.00 | 13.00 | 90.00 ** |

Total charges, this invoice... 90.00

**Total discount included: 13.00

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

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