JOSEPH P. PEDI, Town Clerk 1496 Route 300 Town of Newburgh, New York 12550 Telephone 845-564-4554

TOWN BOARD PUBLIC MEETING AGENDA Monday, July 13, 2020 7:00 p.m.

1. ROLL CALL

- 2. PLEDGE OF ALLEGIANCE TO THE FLAG
- **3. MOMENT OF SILENCE**
- 4. CHANGES TO AGENDA
- **5. APPROVAL OF AUDIT**
- 6. APPOINTMENT OF COUNCILPERSON
- 7. AGREEMENT WITH CONSULTING ENGINEERING FIRM
- 8. CERTIORARI SETTLEMENT: Orchard Hills
- 9. JUSTICE COURT: Start Process to Hire Court Clerk
- **10. RECREATION DEPARTMENT: Approval to Hire Part Time Laborer**
- 11. ANIMAL CONTROL: Two T-94 Withdrawals A. Flannery Animal Hospital B. Newburgh Veterinary Hospital
- 12. ETHICS BOARD: Two Committee Member Reappointments A. William G. Murphy Jr. B. James Eberhart
- 13. WORKSITE AGREEMENT: Summer Youth Employment Program
- 14. AWARD OF CONTRACT FOR GPS LOCATOR
- **15. ANNOUNCEMENTS**
- **16. PUBLIC COMMENTS**
- **17. ADJOURNMENT**

GJP;jpp First Revision – July 9, 2020 @3:40 pm



McGOEY, HAUSER and EDSALL CONSULTING ENGINEERS D.P.C.

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA) MICHAEL W. WEEKS, P.E. (NY, NJ & PA) MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA) PATRICK J. HINES LYLE R. SHUTE, P.E. (NY, NJ, PA) Main Office 33 Airport Center Drive Suite 202 New Windsor, New York 12553

(845) 567-3100 fax: (845) 567-3232

Principal Emeritus: RICHARD D. McGOEY, P.E. (NY & PA) WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

AGREEMENT FOR

ANNUAL MUNICIPAL GENERAL ENGINEERING SERVICES

Between the

TOWN OF NEWBURGH

and

McGOEY, HAUSER and EDSALL CONSULTING ENGINEERS, D.P.C.

Calendar Year 2020

• Regional Office • 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •



Member

This Agreement made by and between the Town of Newburgh, the ("Client") and McGoey, Hauser and Edsall, Consulting Engineers, D.P.C. (Engineer).

WITNESSETH:

Whereas the Engineer submitted a letter proposal seeking appointment as Municipal Engineering Consultant for Calendar Year 2020, and

Whereas the Client has by resolution made such appointment and desires that the Engineer provide Professional Engineering Services to the Client for the referenced calendar year, therefore,

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto for themselves, their successors and assigns, agree to the Description of Services below as follows:

Section 1. GENERAL ENGINEERING SERVICES

The Engineer will perform general engineering consulting services to the municipality (client) on various matters which may develop during the year, and provide support services to various departments, the Town Board, Planning Board and other boards within the municipality, including attendance at meetings. These services are designated as "General Town" (non-reimbursable) type services. Such work shall be consistent with the direction of the Supervisor of the Town.

Payment for these services under this Section shall be made on an hourly basis in accordance with the previously submitted Proposal dated 19 June 2020.

Section 1A. PLANNING BOARD AND/OR ZONING BOARD REVIEWS

The Engineer will perform engineering services in support of the project submittals, including assistance with zoning and municipal code compliance, reviews of plans, reports and general environmental submittals, coordination with special consultants retained by the Board, project meetings, technical worksessions, site reviews and evaluations, etc. Work performed shall be consistent with the direction of the Chairperson of the Board. It is understood that design of projects submitted to the Board is by other professionals, and MHE is not the design professional of record for the project, but rather a consultant to the Client, and the Engineer will make reviews of such work and make recommendations regarding acceptance to the municipal Board. It is the design professional of record's responsibility to provide the detailed designs needed to comply with all applicable codes and regulations. Services of the Engineer under this Section These services are designated as "chargeable" type services.

Payment for these services under this Section shall be made on an hourly basis in accordance with the previously submitted Proposal dated 19 June 2020.

Section 1B. CONSTRUCTION PHASE - P. B. PROJECTS

For Planning Board projects, the Engineer will perform general periodic construction phase review of work performed post-approval during the construction phase of projects approved by the Planning Board. Infrastructure reviews shall include, but not necessarily be limited to, roadways and other paved areas; water, sewer and stormwater improvements; miscellaneous site improvements, soil erosion & sediment control measures and MS4 compliance (where applicable).. It is understood that the intent of such reviews by the Engineer is for general conformance with the layout and requirements of the approval granted by the Planning Board. Further, it is understood that the project owner/developer has the obligation to cause more detailed reviews related to the quality, completion and code compliance for all work performed, intended to protect the interests of the project owner, and comply with all governmental regulations. Services by the Engineer under this Section are designated as "chargeable" type services. At no time shall the Engineer act to supervise the

construction activities, no shall the Engineer provide guidance regarding the means, methods, techniques or safety compliance related to the construction.

Payment for these services under this Section shall be made on an hourly basis in accordance with the previously submitted Proposal dated 19 June 2020.

Section 1C. BUILDING CODE REVIEWS

If requested, MH&E will provide assistance to the Building Department in the process of approving plans, and providing on site building construction reviews for purposes of assuring construction compliance and assisting the Building Department with issuance of a Certificate of Occupancy. MH&E personnel will perform the reviews to comply with those inspections listed in the local Municipal Code (City, Town, Village), These inspections are in addition to the Special Inspections required by the NY State Building Code, and the off-site and site inspections required by the Planning and Zoning regulations. MH&E maintains NYS Certified Building Inspectors on staff, as well a Licensed Professional Engineers well versed in the Building Code who will serve as the Town's designated representative to provide construction reviews associated with the inspections required by the building department. MHE will perform the above referenced reviews, subject to appropriate scheduling by the Applicant and the Applicant's Contractors. MHE will prepare field reports documenting the site reviews. It is understood the Owner / Applicant will provide third Party Special Inspectors for those items required per the NY State Building Code. In addition to field reviews, MH&E will provide plan reviews to determine general conformance with the NY State Building Code. It is understood the Client will maintain, as a minimum, a qualified individual within the Building Department for purposes of providing appropriate signature on official documents (i.e., building permits and Certificate of Occupancy), as MH&E personnel are unauthorized to undertake this obligation.

Section 2. NON-GENERAL TASKS OR PROJECTS ASSIGNED .

If authorized by the Client to provide specific services or tasks on an hourly basis, the Engineer shall provide such services in accordance with the <u>fee schedule</u> attached in the 19 June 2020 proposal for services of personnel and expenses related to the work. Generally, these services shall not include design type tasks.

Section 2A. <u>SPECIAL PROJECTS</u>. If the Client requires design related services by the Engineer, and it has been determined that such services are not appropriately provided under Section 2 (above), the Engineer will submit to the Client a separate proposal (Standard Form of Agreement) specific to the project being undertaken by the Client.

Section 3. <u>PAYMENT FOR SERVICES</u>.

Payment for professional services described in the Descriptions of Services (Sections 1, 1A, 1B, 1C and 2) shall be in accordance with the rates set in the 19 June 2020 Proposal and enclosed fee schedule.

Monthly invoices will be based on effort expended in accordance with the Fee Schedule. Payments shall be due within forty-five (45) calendar days after submission of the invoice.

Payments to the ENGINEER shall not be withheld, postponed or made contingent on the collection of fees from an applicant; construction, completion or success of the project or upon the receipt by the Client of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.

Section 3A. <u>WORK / SERVICES NOT INCLUDED</u>. The Engineer does not provide or verify surveys of any kind, nor any title searches, compliance with legal documents or the like, monitor or undertake specialized environmental services or asbestos abatement as part of services under this agreement. Engineer does not conduct any negotiations for acquiring lands, rights-of-way or easements for the project.

Section 4. <u>CLIENT'S / ENGINEER'S RESPONSIBILITIES</u>. Client will make available to Engineer all records and data pertinent to the work and will give all reasonable assistance to the Engineer in obtaining such additional information as may be required during the course of the work. Client shall make all necessary arrangements with owners of the property (of projects) for the right to enter upon land for the purposes of performing periodic construction observation or other investigations.

Client shall cause the establishment of necessary mechanisms for collection of any necessary escrow monies or fees so as to have necessary monies available for any work performed by the Engineer as part of review of work of others. Notwithstanding the Client's efforts to collect such escrow or fees, once authorized by the Client to perform such work (specifically or as part of the normal procedures of the Client), payment to the Engineer for services rendered for such review work, including "reimbursable type services" shall not be conditional on the Client's collection of such escrow or fees.

The Engineer shall act as the Client's designated representative to provide periodic construction reviews of the work, and shall prepare field reports documenting said reviews. The Engineer shall make every effort to make visits to the site at intervals appropriate to the various stages of construction to determine if the work conforms, in general, with the design plans. The Client acknowledges that the scheduling by the contactor/developer is out of the control of the Engineer, which may affect the ability of the Engineer to schedule observation services for some construction work performed by the contractor/developer. With regard to private improvements, the reviews by the ENGINEER are not intended to be utilized by the developer for quality control or financing completion verification, and are intended for the sole purpose noted for the benefit of the municipality in determining completion in general conformance with the approval granted.

In providing services under this Agreement, the ENGINEER shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Section 5. <u>TERMINATION OF SERVICES</u>. If all or any part of the professional engineering services to be performed under the Agreement are ordered to be suspended or omitted by Client, Client agrees to make such order in writing at least thirty days prior to the desired date of termination of services and to pay Engineer for such suspended or omitted services the accumulated fees to the date of termination of service in accordance with the methods of payment described in Section 3.

Section 6. <u>INSURANCE & INDEMNIFICATION</u>. Engineer agrees to procure and maintain insurance, without additional expense to Client, during the term of this agreement. Before commencing work, Engineer shall furnish to Client, if requested, a certificate or certificates showing that the requirements of this Section have been complied with, which certificate or certificates shall provide that the policies shall not be changed or cancelled until ten (10) days after prior notice has been given to Client. In addition, and notwithstanding any other provisions of this Agreement, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively ENGINEER) against all damages, liabilities or costs, arising out of or in any way connected with this project or the performance by any of the parties above-named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct by the ENGINEER.

Should legal action be taken against the Client by other parties in connection with any municipal approvals or municipal action (Article 78 etc), with such action not naming the Engineer, and the Engineer receives a subpoena or is otherwise requested to provide testimony in support of the Client, the Client agrees to share any supporting information to the Engineer and agrees to provide legal representation to the Engineer as part of the Client's legal efforts to defend the action taken against them.

Section 7. <u>PROVISIONS OF LAW</u>. All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

MAPS, PLANS, SPECIFICATIONS AND OTHER DOCUMENTS. Section 8. Pursuant to this Agreement, the ENGINEER shall retain ownership of all documents including reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared or furnished by the Engineer as instruments of service. The Engineer shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto, whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. The OWNER shall not reuse or make any modification to the construction documents without prior written authorization of the Board of Directors of the ENGINEER. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless, to the fullest extent permitted by law, the ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. OWNER agrees that any reuse by anyone other than the OWNER is prohibited.

If requested or authorized by the OWNER in connection with the Project, the Engineer may provide electronic files (hereinafter this section "files") for the Project for use as part of the bidding process and/or Shop Drawing process. These files are provided for the sole purpose of assisting the Bidders and Contractor (hereinafter this section "Contractors")in preparing a bid to the OWNER, or making submittals as required by the contract with the OWNER, and the Engineer makes no representation as to the compatibility of these files with the Contractor's hardware or software. Data contained on these files are part of our instruments of service with the OWNER, and the Contractor, and anyone else receiving these data from the OWNER or through the Contractor, may utilize the files for any other purpose than noted as a convenience in the preparation of a bid and/or shop drawings for the project. The Contractor's use of these files does not relieve them from full compliance with the provisions of the Contract with the OWNER, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, and make any field investigations and take any measurements, verify conditions as needed to complete the work.

As per the Contact with the OWNER, the Contactor shall be required and agrees not to make a claim, and waives upon use, to the fullest extent permitted by law, any claim or cause of action of any nature against the Engineer, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the files. Further, the Contractor, to the fullest extent permitted by law, indemnifies and holds harmless the Engineer against all damages, liabilities, costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from the use of these files. The Engineer shall retain ownership of all documents and the files at all times.

Section 9. CONSTRUCTION COST AND OPINIONS OF COST

If the Engineer, as part of the work, prepares an Engineer's Estimate of Probable Construction Cost, it shall be understood that such estimate is a general, non-detailed evaluation of potential costs related to the work encompassed in the report, maps, plans, specifications or other documents. In preparing this estimate, the Engineer does not represent that a detailed site specific estimate has been performed, but rather that the estimate reflects general historical costs for similar type work that the engineer may be familiar with. If it is a priority that the Client have a more thorough and reliable evaluation of costs prepared, it is the recommendation of the Engineer that the Client retain an estimating firm (at their expense and not as part of this agreement) who specializes in preparation of such cost evaluations, and the Engineer agrees to share the basis of the work with such firm toward assisting them in preparing such estimates, as long as any release forms required by the Engineer have been completed.

Section 10. ENGINEER'S RESPONSIBILITY LIMITED. Engineer shall not be responsible for the contractor's/developer's means, methods, or techniques of construction nor for any safety precautions incident thereto. Engineer shall not be responsible for the Contractor's/Developer's compliance or failure to comply with the design plans and/or specifications. For any Section 1, 1A or 1B work, the Engineer is *not* the design professional of work undertaken through this agreement and the Engineer shall not undertake design services nor render decisions on design changes. These are the sole responsibility of the applicant's Design Professional. The Engineer shall not supervise, direct or have control over contractor's/developer's work nor shall MH&E have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor/developer, or safety precautions and programs incident to the work of contractor/developer or for any failure of contractor/developer to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor/developer furnishing and performing their work. Accordingly, the Engineer can neither guarantee the performance of the work by contractor/developer nor assume responsibility for contractor's/developer's failure to furnish and perform their work in accordance with the design documents of others.

Section 11. <u>LIMITATION OF LIABILITY</u>. The Client agrees to limit the Engineer's liability to the Client and to all the Contractors, persons or firms furnishing services, materials or labor in connection with this Proposal, due to negligent acts, errors or omissions, such that the total aggregate liability of the Engineer shall not exceed the cost of services under this Proposal or Fifty Thousand Dollars (\$50,000.00); whichever is less.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the ______day of ______.

McGOEY, HAUSER AND EDSALL CONSULTING ENGINEERS, D.P.C.

B١ (Signature)

Mark J. Edsall, P.E., P.P (Name)

Principal / C.E.O. (Title)

TOWN OF NEWBURGH

By:___

(Signature)

(Name)

(Title)

(Date)

Attachments to this Agreement:

Proposal dated 19 June 2020

V.03052020





McGOEY, HAUSER and EDSALL CONSULTING ENGINEERS D.P.C.

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA) MICHAEL W. WEEKS, P.E. (NY, NJ & PA) MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT) PATRICK J. HINES LYLE R. SHUTE, P.E., LEED-AP (NY, NJ & PA) Main Office 33 Airport Center Drive Suite 202 New Windsor, New York 12553

(845) 567-3100 fax: (845) 567-3232 e-mail: mheny@mhepc.com

Principal Emeritus: RICHARD D. McGOEY, P.E. (NY & PA) WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

19 June 2020

Town of Newburgh 1496 Route 300 Newburgh, NY 12550

ATTENTION: SUPERVISOR GIL PIAQUADIO AND TOWN BOARD MEMBERS

REFERENCE: PROPOSAL FOR PROFESSIONAL SERVICES

Dear Supervisor Piaquadio and Town Board members,

Attached under the cover of this letter is our response to the request for proposal for the Town of Newburgh Engineer for the Town. We trust upon review by the Town of Newburgh, of our submitted proposal and qualifications, we will be given strong consideration for selection as the Consulting Engineer for the Town.

Thank you for your consideration of McGoey, Hauser & Edsall, Consulting Engineers, D.P.C. for your Engineering Service needs. We look forward to discussing our staff's experience and gualifications with the Town representatives.

Respectfully submitted,

McGOEY, HAUSER & EDSALL CONSULTING ENGINEERS, D. P.C.

Michael W. Weeks, P.E. Principal/Director of Engineering

Patrick J. Hines Principal

Regional Office • 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •

ACEC Member

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NARRATIVE PROPOSAL AND APPROACH

INTRODUCTION

McGoey, Hauser and Edsall, Consulting Engineers, D.P.C. (MHE) is pleased to submit the following proposal for professional services in response to your 4 June 2020 letter. As you are aware, we previously submitted a Qualifications package to the Town, which details MHE's history, philosophy and qualifications regarding Municipal clients. MHE was founded in 1978 and was built on a foundation of providing Municipal Engineering Services. Municipal Engineering continues to be the cornerstone of MHE today; serving numerous towns, villages and government agencies in Orange, Sullivan, and Ulster County NY as well as Pike County Pennsylvania.

In addition to currently serving as the Town of Newburgh's Planning Board Engineer, we currently provide services to the following Municipal clients: Town of New Windsor, Town of Wallkill, Town of Blooming Grove, Town of Cornwall, Town of Monroe, Village of South Blooming Grove, Town of Thompson, Town of Wawayanda, Village of Chester, Village of Tuxedo Park, Town of Highlands, Town of Minisink, Town of Monroe, Town of Plattekill, Town of Marlborough, Village of Otisville, and Pike County, PA. We've maintained a professional relationship with these clients for many decades.

MHE tailors our services to meet the individual specific needs of our municipal clients. For some municipal clients, we serve on an on-call as-needed basis; while with others, we provide set office hours each week. MHE assigns a Principal to be the point of contact for each Municipal client; with the assigned Principal serving as the liaison between the Municipality and MHE for all services provided. The identification of a Principal to serve each client streamlines communication and assists MHE's internal management to the client's expectations.

MHE will support the existing Town Engineering position in an attempt to seamlessly guide existing and future projects before the Town of Newburgh.

In response to the specific items in the RFP, MHE presents the following information:





IN-HOUSE MEETINGS WITH TOWN SUPERVISOR AND STAFF

Regular and routine interaction and communication between the Town Supervisor and Town Engineer are critical to the operation and maintenance of the Town's critical infrastructure. We understand that Jim Osborne intends to maintain limited office hours during the transition period, allowing the new Engineer for the Town the ability to have a resource for many of the ongoing projects. We would initially propose to establish regular office hours that at a minimum overlap with Jim's hours so that there is constant weekly interaction with him, this is critical to ensuring a smooth transition. These established office hours would allow the Supervisor to have routine scheduled meetings with our representative. We find in other municipalities we represent, that a weekly or biweekly meeting with the Supervisor is very effective at keeping projects on track and maintaining open lines of communication. It is also the philosophy of MHE Principals to maintain open lines of communication at all times. Our designated Town representative will not only be available to the Supervisor during the normal Engineer office hours, but during regular business hours for routine issues that may arise, and anytime for the emergencies that sometimes arise in management of the Town's infrastructure.

IN-HOUSE CONSULTATION AS NECESSARY WITH TOWN DEPARTMENTS

As noted, we propose to establish regular routine office hours at Town Hall. Based on our experience in other Municipalities where we have scheduled hours, the routine interactions with Department Heads will generally occur during these set times, whether by monthly set meetings, or ad hoc discussions. MHE, as outlined in our Statement of Qualifications, is a multi-disciplined engineering firm, so certain department interaction with MHE may not necessarily be with the Engineer for the Town, but with another Principal or Engineer. For example, issues with the HVAC system at the Town Hall would be directed to our Mechanical Engineering Department. As noted earlier, MHE is prepared to respond to the Town's Departments in a timely manner, not only during our set office hours, but during regular business hours for routine issues, or anytime (24/7) for emergencies that may require engineering services. Key Municipal officials will be provided with our cellphone numbers for after-hours contact.

FIELD AND EMERGENCY INSPECTION; CONFERENCES WITH RESIDENTS, DEVELOPERS, AND BUSINESS TO ADDRESS CONCERNS AND PROJECT PROPOSALS.

Inspections and site reviews required by the Town Supervisor or department heads would be scheduled through the Engineer for the Town. MHE would select the representative based on the particular requirements of the review, such that the most qualified individual would be chosen to perform the work. Emergency call-outs would give preference to response time and proximity to the specific





location. MHE's New Windsor office is conveniently located at Stewart Airport, and we have highly qualified staff that live in neighboring communities. Two of MHE's Principals reside in the Town of Cornwall, and the Town of Hamptonburgh, with other Senior staff living nearby the Town of Crawford. Response time for any emergency call-out would be less than 30 minutes.

MHE would propose to respond to residents, conferences, and field reviews raised by Town residents during the established office hours. Based on our experience this provides a consistent and reliable means to handle issues raised by citizens of the Town. Our schedules are flexible and will be adjusted to meet the needs of residents to accommodate meetings and services as required.

Conferences and questions raised by developers, potential developers, and existing businesses would be handled by Pat Hines, who is currently the Town's Planning Board representative. Pat has over 24 years of experience not only with the Town's codes, but with the planning board members and the building department. Pat's understanding of these department's policies will provide invaluable guidance to individuals and entities looking to the business within the Town.

ENGINEERING SUPPORT FROM MHE STAFF FOR PROJECTS, REPORTS, AND ANALYSIS UNDERTAKEN FOR THE TOWN SUPERVISOR, TOWN BOARD, AND TOWN DEPARTMENTS

MHE is a multi-disciplined consulting firm with a qualified local staff of approximately 45 employees between our New Windsor, NY and Milford, PA offices. MHE staff are experienced in the professional engineering services a municipality such as the Town of Newburgh would require. Our firm offers licensed civil engineers experienced in the water and wastewater engineering fields, stormwater management; roadway design; bridge and culvert inspections and design, and environmental permitting; licensed structural engineers experienced in building evaluations and design; reinforced concrete, bridges and building department consultation; licensed Mechanical Engineers experienced in building systems; electrical distribution; standby power and water and control systems; and a licensed architect experienced in the design and renovation of municipal buildings and court facilities. MHE has over 40 years of experience assisting municipalities in the planning process, including the preparation of map plans and reports for special districts.





HOURLY CHARGEABLE WAGE RATES FOR CLIENT REPRESENTATIVE AND ALL SUPPORT STAFF BY NAME

MHE, through its many years of service for municipal government entities, has developed a two-tiered billing approach to its provision of engineering services to municipalities. MHE provides a reduced hourly rate for general Town consultations and engineering. Office hours, meetings with department heads, site reviews as requested by the Supervisor or department heads, etc., would all be billed under this rate schedule. Services for which the Town is reimbursed by an applicant, such as how our firm bills for Planning Board reviews, are billed under a different rate schedule. Projects for which our firm would prepare a report, study, perform analysis, or prepare design plans and technical specifications, would be considered a special project, and our office would provide a scope of services and fee for this type of work.

\$91.00
\$154.00





2020 HOURLY FEE SCHEDULE

FIRM REPRESENTATION	HOURLY RATE
Principal	\$160.00
Associate	\$145.00
Senior Engineer/Designer	\$120.00
Senior Architect	\$138.00
Project Engineer/Designer	\$100.00
Project Manager	\$95.00
Staff Engineer/Designer	\$88.00
Engineering Technician II	\$83.00
Engineering Technician I	\$75.00
CAD/GIS Technician	\$85.00
Field Representative	\$72.00
Engineering Intern	\$58.00
Intern Support	\$40.00
Administrative Services	\$80.00
Clerical/Secretarial	\$48.00

Fees for services or tasks for engineering design, field construction observation, surveys, etc. will be computed based on the firm representative(s) performing the services and the hours expended, unless a lump sum agreement has been executed.

In addition to the above fees, all out-of-pocket and traveling expenses, blueprint and reproduction charges, telephone calls, mailing charges, and other disbursements are chargeable, plus a 20% service charge, unless any such charges are specifically noted as included in the agreement. Mileage will be chargeable at a rate of 54.5 cents per mile.

Reproduction charges are based on \$0.18 per photocopy and in-house \$3.25 per D size plan (24' x 36") and \$4.25 per E size plan (30" x 42"), unless otherwise stipulated by agreement.

Field Representative Rate is based on an 8-hour daytime work period, weekdays. Other time periods will be billable at an overtime rate (1 ½ rate).





DESCRIPTION OF SERVICES AND EXPERIENCE MHE CAN OFFER THE TOWN OF NEWBURGH

MHE provides municipal engineering services for approximately 20 municipalities in the Hudson Valley region, all in different capacities, as requested by the individual Town or Village. We represent three municipalities where we provide routine office hours: New Windsor, Blooming Grove, and Thompson (Sullivan County). We believe that the services we provide these municipalities are similar to services that the Town of Newburgh is requesting. In these municipalities, we have routine meetings with the water and sewer operators to discuss operations, short term issues, and long-range planning.

Our firm has been very successful assisting its municipal clients in receiving grant funding for capital infrastructure projects. We have provided a list of the various projects in the last five years which we assisted our municipal clients in applying for funding through various State and federal agencies. On these projects, we assisted the municipality throughout the grant process, from the initial application, quarterly reports, and M/WBE reporting, to project closeout.

While not specifically noted in the RFP, MHE has extensive experience in assisting municipal building departments with commercial building reviews. As an example of our capabilities, our office provides plan review services and building inspection services for the Town of Wawayanda for the construction of the CPV Power Plant, and assisted the Town of Thompson in the plan review and inspections for the Montreign Casino and Kartrite Waterpark.

Having served as the Town's Planning Board representative for many years, MHE is intimately familiar with the Town, and the Town's infrastructure, policies, and procedures. This existing working knowledge of the Town will make for a smooth transition with the Town staff and ongoing projects.

MHE, as the Town of New Windsor's Engineer, has a general understanding of the Town's water infrastructure; having been involved in the intermunicipal agreement between the NYCDEP and the Town of Newburgh as it relates to the Delaware Aqueduct shut down in 2022. MHE has also worked with Mike Tremper and John Egitto of CAMO Pollution Control for many years in the Town's of Cornwall and New Windsor. This good working relationship will transfer into the Town of Newburgh for their two water filtration plants and water infrastructure.





RECENTLY AWARDED GRANT APPLICATIONS FOR LOCAL MUNICIPALITIES

MHE has a long history of assisting our municipalities with obtaining grants and EFC financing for projects. We have worked with our municipal clients in obtaining hazard mitigation grants including over 2 million dollars for the Town of New Windsor and \$800,000 for the Town of Cornwall for post Hurricane Floyd projects.

McGoey, Hauser, and Edsall, D.P.C., has successfully assisted the following municipalities in recently obtaining the following grants:

RECENT GRANT AWARDS

MUNICIPALITY	MUNICIPALITY PROJECT	
Town of Monroe, Supervisor Anthony Cardone	Monroe Town Hall Entrance ADA Improvements	Community Development Block Grant: \$85,000
Village of South Blooming Grove, <i>Mayor James LoFranco</i>	Merriewold/Lake Shore Stormwater Improvements	Community Development Block Grant: \$90,000
Town of Wawayanda, Supervisor Denise Quinn	Robinn Meadows Water Treatment Facility Upgrade	Community Development Block Grant: \$350,000
Town of Monroe, Supervisor Anthony Cardone	Water District #12 Wellhouse Improvements	WIAA Grant: \$897,750
Village of South Blooming Grove, <i>Mayor James LoFranco</i>	Merriewold Wellfield Improvements	WIAA Grant: \$660,000
Town of New Windsor, <i>George</i> <i>Meyers</i>	Clarkview Road Sewer Surcharging Mitigation	WIAA Grant: \$392,188
Town of New Windsor, <i>George</i> <i>Meyers</i>	Butterhill Water Filtration Plant	NYCDEP: \$12 million
Town of New Windsor, <i>George</i> Meyers	Various Sewer Districts – Standby Power	WIAA Grant: \$290,000



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MUNICIPALITY	PROJECT	GRANT
Town of New Windsor, George	Various Sewer Districts –	NYSDEC Engineering Planning
Meyers	I&I Study	Grant: \$100,000
Village of South Blooming	Merriewold Water Filtration	SAM Grant: \$125,000
Grove, <i>Mayor James LoFranco</i>	Plant	Senate Initiative Grant: \$200,000
Town of Thompson, Supervisor William Rieber Jr.	Melody Lake Water District	WIAA/EFC Grant: \$240,000 EFC Financing: \$165,000
Town of Thompson,	Emerald Green Sewer	WIAA/EFC Grant: \$787,000
Supervisor William Rieber Jr.	District	EFC Financing: \$2,362,500
Town of Thompson, Supervisor William Rieber Jr.	Sackett Lake – I&I Study	NYSDEC Engineering Planning Grant: \$100,000
Town of Cornwall, Supervisor	Wastewater Treatment Plant	EFC WIAA/EFC Grant:
Richard Randazzo	– Phase I	\$1,151,720
Town of Cornwall, Supervisor	Wastewater Treatment Plant	EFC WIAA/EFC Grant:
Richard Randazzo	– Phase II	\$1,628,750
Village of Ottisville, Mayor Brian Wona	Seybolt Watermain Phase 5	FY2018 CDBG: \$110,000
City of Port Jervis, <i>Mayor Kelly</i> Decker	SSES Engineering Study	NYSDEC Engineering Planning Grant: \$100,000

* MHE was responsible for the engineering reports, cost estimates, mapping and plans, and the preparation of SEQRA docs for all projects.





DESCRIPTION OF SPECIFIC SERVICES NOT COVERED BY THIS AGREEMENT

As described in our Statement of Qualifications previously submitted to the Town, MHE is a full-service municipal engineering firm offering a wide variety of professional engineering services. Our firm has developed a business model catering to municipalities and has structured our professional services around the needs of a municipal client. MHE recognizes the challenges of maintaining utility user rates, budget constraints and functionality of the projects we design. We are skilled in the design of water and wastewater infrastructure, and have the capability to handle all aspects of these projects from the planning stages, design, permitting and construction administration and observation phases.

In addition to services generally considered under civil engineering such as water and wastewater infrastructure, roadway improvements and maintenance, and stormwater system design, our firm has expertise in municipal building design, court design, HVAC systems, electrical distribution, standby power systems design, etc.

CONCLUSION

MHE has developed a strong working relationship with the Town of Newburgh Town Board and Departments throughout its 20 plus years of representing the Planning Board. In this tenure, we have gained invaluable knowledge of the Town's policies, procedures, and infrastructure. We believe that the selection of MHE as the Engineer for the Town will provide a seamless transition. MHE offers the flexibility of providing Pat Hines as the Town Representative, who has over 24 years of experience working in the Town, or Michael Weeks, who is a licensed engineer with an extensive background in water and wastewater infrastructure design and operations, or a combination of both individuals. MHE also offers professional staff in a variety of disciplines who are conveniently located just 6 miles from Town Hall. Our main office's location of the Town of New Windsor, and a large number of our staff residing in Orange County, afford the Town of Newburgh the local presence and knowledge of MHE, as well as rapid response times when emergencies arise.

We welcome the opportunity to further discuss our qualifications and how we might tailor our specific services to meet the needs of the Town of Newburgh.





TOWN OF NEWBURGH JUSTICE COURT 311 ROUTE 32 NEWBURGH, NEW YORK 12550

9

TELEPHONE (845) 564-7161 FACSIMILE (845) 564-7171

HON. RICHARD CLARINO TOWN JUSTICE

ABIGAIL PUNTAR COURT CLERK TO TOWN JUSTICE

June 30, 2020

Hon. Gilbert Piaquadio Supervisor of the Town of Newburgh 1496 Route 300 Newburgh, New York 12550

Re: Request to Fill Vacancy

Dear Supervisor Piaquadio:

This is to respectfully request that you start the process to fill the vacancy created upon the resignation of Jill Sarlo. A photocopy of Ms. Sarlo's termination letter is enclosed.

Please contact me if you have any questions or wish to discuss this matter further.

Very/truly yours,

RICHARD CLARINO Town Justice, Town of Newburgh

cc: Charlene Black, Department of Personnel

TOWN OF NEWBURGH



1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

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To: Supervisor Piaquadio Town Board Members

From: Charlene M. Black, Personnel

Date: June 25, 2020

Re: Part time Laborer

Mr Presutti would like to rehire Joseph Ostrander as a part time laborer starting on or before July 20, 2020, to refill the position he had to vacate due to the Coronavirus. Mr. Ostrander would only need to complete paperwork since his temporary resignation was only in March. We will send him for a Drug/Alcohol test before he starts back to work. Thank you in advance. TOWN OF NEWBURGH RECREATION DEPARTMENT



311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti Commissioner of Parks, Recreation & Conservation

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

TO:	Gil Piaquadio, Supervisor Town Board Members
CC:	Charlene Black, Personnel
FROM:	Jim Presutti, Commissioner
DATE:	June 25, 2020
RE:	P/T Laborer Position

At this time we are requesting your approval to re-hire Joseph Ostrander to the position of P/T Laborer in the Recreation Department. Mr. Ostrander is returning to his vacant position from which he temporarily resigned on March 15, 2020.

Mr. Ostrander would start on or before July 20th at a rate of \$13.13 per hour. The salary for this position is currently in the 2020 budget.

Regards, In Jim Presutti

Commissioner

TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOSEPH OSTRANDER
DEPARTMENT: RECREATION
TITLE OF POSITION:
FULL TIME OR PART TIME:
HOURLY RATE:
IS POSITION FUNDED IN CURRENT BUDGET: VES OR NO
FUND APPROPRIATION NUMBER: 7110 - 5100
PROPOSED HIRE DATE: <u>7/20/20</u> ON OR BEFORE NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.
fun t
DEPARTMENT HEAD SIGNATURE
6252020
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT 11/15/2010



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344 FAX: (845) 561-2220

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: June 20, 2020

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

Totaling: \$30.00

Feline: \$

Canine: \$30.00

* * * * * * *	TOWN OF NEWBURGH	Order No.		
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NAME	VCA Flannery Animal Hospital			
AND ADDRESS	789 Little Britain Road New Windsor, NY 12553	TOT/ Abstract No.		
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			TITLE	
	(Space Below for	r Municipal Use) 1		· ·
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	DEPARTMENT APPROVAL	This claim is approved and ordered poid above.	from the appropriation	ons indicated
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DATE	AUTHORIZED OFFICIAL		*****	Managang dan di mangang
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VCA Flannery Animal Hospital PC 789 Little Britain Rd. | New Windsor, NY 12553| (845) 565 - 7387

Dr. Longo | Date: 6/2/2020 at 12:57 | Invoice: 834896370 | Cashier: Jean T

Client	Patient
Town Of Newburgh 2020 Animal Control (#54239)	6-1-2020 White And Black (#128939)
	Species: Canine (Pointer Mix)
645 Gidney Ave	Sex: Female Unknown Color: Ticked
Newburgh, NY 12550	Birth: Age: Weight:

Date	Description	Qty	Price	Тах	Total Price
6/1/2020	Boarding Animal Control	1.00	\$30.00	\$0.00	\$30.00

\$30.00

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
6-1-2020 White And Black	\$30.00	\$0.00	\$30.00

Prev Balance:	\$0.00
Total Due:	\$30.00
Amount Paid:	\$0.00
Amount Due:	\$30.00

Subtotal:



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

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



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344 FAX: (845) 561-2220

*** .

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: July 8, 2020

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

Totaling: \$454.12

Feline: \$300.97

Canine: \$153.15



	TOWN OF NEWBURGH 1496 Route 300	DO NOT WRITE IN THIS BOX		
	Newburgh, New York 12550 (845) 564-4552	Date Voucher Received		
	(843) 304-4332	FUND - APPROPRIATION	AMOUNT	
DEPARTMENT				8
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				VOUCHER NO
CLAIMANTS	NEWBURGH VETERINARY HOSPITAL 1716 Route 300			
NAME	Newburgh, NY 12550			
AND ADDRESS	Tel: (845) 564-2660 www.newburghvet.com	Total		
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TERMS	Net 30 Days	Invoice #		
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	and correct, marine items, services and discursements or anged were rock taxes, from which the municipality is exampt, are not included; and that the	amount claimed is actually due.		
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	DEPARTMENT APPROVAL	This claim is approved and ordered for paid from the		above
The above services the dates stated an	s or materials were rendered of furnished to the municipality on d the charges are correct.	TUR CISILL IS SHOUND SHOUND FOR AN AUTO AND		

Date

Auditing Board

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	"Your pet	is part of o	our family too." Visit us at www.r	newburghvet	.com	
64 Ne	own of Newburgh 15 Gidney Ave. ewburgh, NY 125 45) 561-3344			Printe Date: Accor Invoid	05-31- J nt: 4417	
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		"Your pet is	part of c	our family too." Visit us at www.new	/burghve	t.com	
FOR:	645 G Newbi	of Newburgh - F idney Ave. urgh, NY 12550 561-3344			Printe Date: Acco Invoie	06-16 unt: 4417	
Date		For	Qty	Description	Price	Discount	Net Price
06-12-2 06-12-2 06-12-2	20	Kitty Cat 14k	1	FeLV/FIV ELISA in hosp Revolution 0-5lb Mauve Pup/Kit sir Weight Monitoring	126.00 n 17.50	77.50 6.78	
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Newb	ourgh Veterin	ary Hos	spital	INV	/ 0	CE
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	"Your pet	is part of o	our family too." Visit us at www.ne	wburghvet.co	om	\mathcal{V}
	Town of Newburgh 645 Gidney Ave. Newburgh, NY 125 (845) 561-3344			Printed: Date: Account Invoice:	06-20-2	
Date	For	Qty	Description	Price D	iscount	Net Price
06-17-20 06-17-20 06-17-20)	1 1 1	CONSULT / EXAM - Sick FeLV/FIV ELISA in hosp Shelter euthanasia and body car	79.50 126.00 e f	48.25 77.50 68 5	48.50 ** 48.50 **
			Total charges, this invo **Total discount include			155.75 M& 25
	Your invoice total re	flects our '	I3Stray 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.

Newburgh, New York 12550 (845) 564-4552			
	Date Voucher Received		
	FUND - APPROPRIATION	AMOUNT	1
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			VOUCHER NO
NEWBURGH VETERINARY HOSPITAL			ð
Newburgh, NY 12550		-	
Tel: (845) 564-2660	Total		
www.iiew.uighvet.com	Abstraci #		
Net 30 Days	Invoice #		
Canine			
Quantity Description of Ma	Iterials or Services		Amount
739567			147.30
740087		U U	0.05
		TOTAL	153.15
			11. <u>1 / . / /</u>
	S CERTIFICATION		
Dora M Cast	certify that this above account in the amount of \$ 16016 or for the municipality on the dates statist; that no part	153.15	is true Ned; that
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5.85

Your invoice total reflects our 13Stray Cat Accounts discount.

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06/21	lyme,HW,Ehrlichia Accu Plus4(A	06-10-20				
06/21	CanineDist/Aden/Para/Parvo/Lep					
06/21	Canine Kennel Cough Vacc -1 ye	06-10-20				
12/20	Consultation/Exam- Bi-annual	06-10-20				
12/20	FECAL EXAM					
06/15	Pro-Heart 12 (1-25lb)					
06/15	Pro-Heart 12 (51-100lbs)					
06/15	Pro-Heart 12 (26-50lbs)					

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.
12A and 12B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Joseph P. Pedi Town Clerk Lisa M. Ayers Tiffany M. Ray First Deputy Town Clerk Second Deputy Town Clerk 845-565-4554 Fax: 845-564-8589 e-mail: josephpedi@townofnewburgh.org lisaayers@townofnewburgh.org tiffanyray@townofnewburgh.org

June 10, 2020

To: Gil Piaquadio

From: Joe Pedi

Subject: Board of Ethics Reappointments

The terms of William G. Murphy Jr and James Eberhart expire on July 31, 2020 for the Ethics Board.

I contacted both gentlemen and they both wish to be reappointed to the Ethics Board by the Town Board.

Mr. Murphy confirmed his desire to reappointed with the enclosed letter. Mr. Eberhart confirmed his desire to be reappointed verbally but will follow up with a confirmation letter. (Mr. Eberhart's acceptance letter is attached.)

You may wish to enter this topic on the agenda for the Town Board Meeting scheduled for July 13, 2020.

Joe

William G. Murphy, Jr. 30 Grandview Drive Newburgh, New York 12550-1987

June 19, 2020

Mr. Joseph Pedi Town Clerk Town of Newburgh 1496 Route 300 Newburgh, New York 12550

Dear Joe,

Thank you for your letter of June 9th regarding my service on the Town of Newburgh Ethics Board. I have served on the Ethics Board since its formation in 1989 and would be honored to be able to continue to serve.

Best regards,

BEll

William G. Murphy, Jr.

2	B

RECE	IVED
JUN 2 (3 2020
TOWN OF NE	WBURGH

June 27, 2020

TOWN OF NEWBURGH

ATTN.: Joseph P. Pedi, Town Clerk

1496 Route 300

Newburgh, New York 12550

Reference: Town of Newburgh Letter, Subject: "Reappointment to Town of Newburgh Ethics

Committee", dated June 9, 2020.

Dear Mr. Pedi,

Per the reference letter, I, James L. Eberhart, Jr., wish reappointment as a member to the Town of Newburgh Ethics Committee.

If there are any questions regarding this notification, please do not hesitate to contact me.

Regards,

Thenhand amo James L Eberhart, Jr.

Member

Town of Newburgh Ethics Committee

SUMMER YOUTH EMPLOYMENT PROGRAM WORKSITE AGREEMENT

		Worksite#	
Worksite Name: _	Town of Newburgh		-
Allotted Slots:	1		
This Summer You	th Employment Program Worksite	Agreement ("Agreement") is entered int	0

This Summer Youth Employment Program Worksite Agreement ("Agreement") is entered into as of this <u>27</u> day of <u>July</u>, <u>2020</u>, by and between the County of Orange ("**County**"), a municipal corporation, by and through its Employment & Training Administration ("**ETA**"), with its principal offices located at 40 Matthews Street, Suite 301, Goshen, New York") and

Town of Newburgh	located at

<u>1496 Route 300, Newburgh, NY 12550</u> ("Worksite").

The Worksite shall implement the Summer Youth Employment Program ("SYEP") in accordance with the provision of this Agreement commencing July 27, 2020 and ending close of business on August 21, 2020 unless extended, in writing, by the mutual agreement of the parties hereto ("Term").

This Agreement includes the following incorporated attachments:

Schedule A – Worksite Supervisor(s) Schedule B – SYEP Participant Job Duties Schedule C – Secretary of the US Department of Labor SCANS Criteria.

In addition, ETA shall deliver to Worksite a copy of the New York State Department of Labor Child Labor Laws, which are incorporated into this Agreement by reference.

Worksite has requested, and the County will place, SYEP youth participants ("SYEP **Participants**") for meaningful work experience employment with the Worksite.

The terms and conditions of the SYEP Participant placements are as follows:

I. COUNTY RESPONSIBILITIES

County, by and through its ETA, shall:

- A. Monitor and evaluate SYEP Participants assigned to Worksite.
- B. Monitor Worksite to determine its compliance with the terms and conditions of this Agreement and recommend any corrective action necessary to continue this Agreement.

- C. Pay the wages of SYEP Participants assigned to Worksite and maintain all earnings, social security, and tax records related thereto.
- D. Procure and maintain Worker's Compensation coverage for SYEP Participants.
- E. Have no liability under this Agreement to Worksite, any SYEP Participant, or anyone else beyond the funds appropriated and available for this Agreement. This Agreement is made subject to and limited by the County's receipt of federal funds sufficient to sustain a countywide program SYEP. County does not assume any financial responsibility to sustain a SYEP Participant in the event federal funds are not available.

II. WORKSITE RESPONSIBILITIES

Worksite shall:

- A. Specify any and all supervisors who may have signatory authority for SYEP Participant's timesheets in Schedule A.
- B. Provide <u>1</u> jobs for SYEP Participants during the Term, which jobs shall be in accordance with the statement of duties specified in **Schedule B**.
- C. Neither ask for, nor accept any monetary consideration for providing the services described herein.
- D. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other applicable New York State and federal statutory, regulatory and constitutional non-discrimination provisions, including, but not limited to, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), all as may be as amended, Worksite will not discriminate against any SYEP Participant because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
- E. Ensure that the work experience of SYEP Participants is in accordance with the program objectives of the SYEP, which, among other things, is to provide youth with a real work experience that will enhance their skills, as outlined in **Schedule** C, and foster the development of good work habits.
- F. Ensure a safe and healthy work environment for SYEP Participants.
- G. Take all necessary measures to provide skill training wherever possible and, to the maximum extent practicable, contribute to the occupational development, upward mobility, and employability of the SYEP Participants. Worksite acknowledges that most SYEP Participants are unskilled.

- H. Provide sufficient work to occupy the SYEP Participants during work hours and sufficient equipment and/or materials to enable SYEP Participants to carry out the work assignments.
- I. Provide full-time adult supervision of assigned SYEP Participants ensuring that there is at least one (1) adult supervisor for every twelve (12) SYEP Participants.
- J. Maintain adequate attendance records in accordance with "Participant Time and Attendance Procedures" as established by ETA. Timesheets must be signed by both the Worksite supervisor and the SYEP Participant.
- K. Send all supervisors of SYEP Participants to participate in a brief Supervisor's Orientation at a time and location scheduled by ETA.
- L. Provide ETA staff with a written schedule of work hours for each SYEP Participant, which schedule(s) are hereby incorporated into this Agreement by reference.
- M. Notify ETA immediately of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to ETA any incidents or problems encountered by SYEP Participants and advise ETA of SYEP Participant who could benefit from special counseling as soon as practicable, given the severity of the incident or problem.
- N. Comply with all applicable New York State and Federal child labor laws, rules and regulations, including, but not limited to, the Workforce Investment Act of 1998 and regulations promulgated thereunder ("WIOA"), all as may be amended.
- O. Grant authorized ETA staff, representatives of the Local Workforce Investment Board, and representatives of any State or Federal agencies administering funds under WIOA, at all reasonable times, access to and the right to visit, unannounced, Worksite locations to monitor the service provided by Worksite under this Agreement.
- P. Comply with Federal and New York State laws, rules and regulations prohibiting sectarian, partisan or religious services, counseling, proselytizing instruction, or influence to SYEP Participants. WIOA funds shall not be used for the promotion of any religious activity or utilized for any religious purposes. The County retains the exclusive right and authority to determine whether or not the Worksite is, and remains, in compliance with this provision.
- Q. By its signature below, Worksite hereby acknowledges that if it is negligent in carrying out the terms and conditions of this Agreement, it may not be used in the SYEP at a future date, and/or will be held financially responsible for costs deemed illegal by auditors or monitors. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded County, nor shall it constitute a waiver of 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.
- R. Pursuant to State of New York State Finance Law §139-1, by execution of this Agreement, the Worksite and the individual signing this Agreement on behalf of the Worksite certifies,

under penalty of perjury, that the Worksite 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 State of New York 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.

III. GENERAL PROVISIONS

- A. <u>Termination</u>. The County may, by written notice to Worksite effective immediately, terminate this Agreement in whole, or in part, or remove any SYEP Participant from any Worksite location, at any time (1) for the County's convenience; (2) upon the failure of Worksite to comply with the terms or conditions of this Agreement or any federal, state or local law, rule or regulation, including WIOA; (3) in the event the federal funds supporting the SYEP are discontinued; or (4) upon bankruptcy, insolvency or closure of Worksite.
- B. <u>Independent Contractor</u>. Except when Worksite is a department, agency or unit of the County, in performing the services under this Agreement, Worksite shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. In accordance with such status as an independent contractor, Worksite covenants and agrees that neither it nor its employees or agent will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- C. <u>Subcontracting/Assignment</u>. Worksite shall not assign any of its rights, interest, or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement. Worksite shall not reassign SYEP Participants to another Worksite location without the written permission of ETA.
- D. <u>Pay-to-Play</u>. Pursuant to Section 10 of the County's "**Pay-to-Play Local Law**", (Local Law No. 13 of 2013, as amended) the regulatory and penalty provisions of the Pay-to-Play Local Law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.
- E. Indemnification.
 - 1. To the fullest extent permitted by law, Worksite shall 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 services performed and/or goods provided pursuant to this Agreement by Worksite or its officers, directors, members, partners, employees, SYEP Participants, contractors, agents, assignees or other representatives.

- 2. Without limiting the foregoing, to the fullest extent permitted by law, Worksite specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Worksite's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of, directly or indirectly, the services performed and/or goods provided by Worksite its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives pursuant to this Agreement.
- 3. In the event that any claim is made or any action is brought against County arising out of, in connection with or otherwise relating to this Agreement either within or without the scope of Worksite's duties, obligations or applicable industry standards, or those of any of Worksite's respective officers, directors, partners, members, employees, contractors, agents, or other representative's; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, costs, losses, damages or causes of action. This remedy, if effected, shall not constitute the sole or exclusive remedy afforded County, nor shall it constitute a waiver of that the County's right to claim damages or otherwise refuse payment.
- F. <u>General Release</u>. The acceptance by Worksite 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 Worksite arising out of the performance of this Agreement.

G. Set-Off Rights.

- 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 Worksite:
 - 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.
- H. <u>Disputes</u>. Except as otherwise provided by this Agreement, any dispute concerning this Agreement, which is not disposed of by the mutual consent of the parties hereto, shall be decided by the ETA or by its duly authorized representative for final resolution. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the County Executive, or his or her designee, 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.
- I. <u>Modification</u>. County reserves the right to update or change the provisions of this Agreement as conditions require, including, but not limited to for compliance with New York State or Federal laws or regulations. All modifications to this Agreement shall be in writing and executed by both parties. If Worksite does not agree to a modification necessary for compliance with New York State or Federal laws or regulations, this Agreement shall be deemed terminated, as of the date compliance with the subject law or regulation is required.
- J. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of New York, without giving effect to choice of law provisions. Worksite shall render all services under this Agreement in accordance with applicable provisions of all Federal, New York State and Local laws, rules and regulations as are in effect at the time services are rendered.
- K. <u>Business Authorization and Registration; Service of Process</u>. Worksite shall be properly authorized and registered to do business as required by the laws of the state of New York applicable to Worksite's business entity type. Regardless of the propriety or legality of Worksite's business authorization and registration status, as a condition of contract, Worksite shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Worksite consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Worksite's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Worksite shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by County to the last known address shall be sufficient.
- L. Notice.
 - 1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - a. via certified or registered United States mail, return receipt requested;

- b. by personal delivery;
- c. by overnight delivery service with a nationally recognized carrier (e.g. FedEx, UPS); or
- 2. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution. Notices shall be addressed as follows or to such different addresses as the parties may from time to time designate in accordance with subdivision 4 below:

County

Name: Orange County Employment & Training Administration Title: Stephen Knob, Director Address: 40 Matthews Street, Suite 301, Goshen, NY 10924 Phone Number: (845) 615-3630

Worksite

Name: Town of Newburgh Title: Gil Piaquadio, Town Supervisor Address: 1496 Route 300, Newburgh, NY 12550 Phone Number: 845-564-4552

- 3. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.
- 4. The parties may, from time to time, specify any new or different contact person or address in the United States as their address for purpose of receiving notice by notifying County, in writing, via registered or certified mail, return receipt requested, of each change.

M. Binding Effect.

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

N. Severability.

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the reminder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

Q. Compliance.

- 1. Worksite and its officers, directors, partners, members, employees, contractors, agents, assignees or other representatives shall at all times comply with all applicable New York state and federal laws and regulations in the performance of this Agreement.
- 2. Worksite 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 Worksite or its officers. directors, partners, members, employees, contractors, agents, assignees or other representatives. Worksite 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. Worksite is responsible for such penalties resulting from false information submitted by Worksite or its officers, directors, partners, members, employees, contractors, agents, assignees 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 Worksite or its subcontractors.

S. <u>Waiver</u>.

No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of the parties. Forbearance or indulgence in any form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof and, until complete satisfaction or performance of all such covenants, conditions and undertakings, the other party may be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

T. Entire Agreement.

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) below written:

WORKSITE

Signature of Authorized Official

Gil Piaquadio Print Name

Supervisor Title

Date

COUNTY OF ORANGE

Stefan ("Steven") M. Neuhaus County Executive

Date

SCHEDULE A – WORKSITE SUPERVISOR(S)

If any representative of the Worksite, other than the signatory of this Agreement will be signing youth timesheets for the Worksite, please have each supervisor sign below and specify their Worksite:

	Robert Piaquadio	
Supervisor Signature	Print Name	Date
343 Route 32, Newburgh, N	Y 12550	
Worksite Location	1 12550	
Supervisor Signature	Print Name	Date
Worksite Location		
~		
Supervisor Signature	Print Name	Date
Worksite Location		
Supervisor Signature	Print Name	Date
Supervisor Signature	I IIII I Vallie	Date
Worksite Location		
worksite Location		
Supervisor Signature	Print Name	Date

SCHEDULE B - SYEP Participant Job Duties

SCHEDULE C – Secretary of the US Department of Labor SCANS Criteria

THE SECRETARY'S COMMISSION ON ACHIEVING NECESSARY SKILL (SCANS)

What skills will prepare our youth to participate in the modern workplace? What skill levels do entrylevels jobs require? In 1990, the Secretary of the Department of Labor, establishment the Secretary's Commission on Achieving Necessary Skill (SCANS)

WHAT ARE WORKPLACE SKILLS?

To find meaningful work, youth need to master certain workplace skill, SCANS calls these essential "foundation skill" and "competencies".

Workers use foundation skills-academic and behavioral characteristics-to build competencies on.

Foundation skills fall into three domains:

- **Basic Skill**-reading, writing, speaking, listing, and knowing arithmetic and mathematical concept;
- **Thinking Skills**-reasoning, making decisions, thinking creatively, solving problems, seeing things in the mind's eye and knowing how to learn: and
- Personal Qualities-responsibility, self-esteem, sociability, self-management, integrity and honesty.

Competencies, however, more closely relate to what people actually do at work. The competencies the SCANS has identified fall into five domains:

- **Resources** identifying, organizing, planning, and allocating time, money, materials, and workers
- Interpersonal Skills negotiating, exercising leadership, working with diversity, teaching others new skills, serving clients and customers, and participating as a team member.
- Information Skill using computer to process information and acquiring and evaluating, organizing, and maintaining, and interpreting and communicating information
- Systems Skill understanding systems, monitoring and correcting system performance, and improving and designing systems; and
- **Technology Utilization Skills** selecting technology, applying technology to a task, and maintaining and troubleshooting technology

www.doleta.gov/youth_services