

#5

TOWN OF NEWBURGH

AUDIT # 16

DATE: AUGUST 26,2024

TOTAL OF ALL PAYMENTS: \$ 2,244,110.16

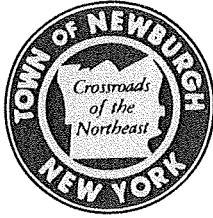
To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,244,110.16 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 : August 26, 2024

Town Clerk Office

Town Board:



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Lisa
#6

Jim Presutti

Commissioner of Parks, Recreation & Conservation

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

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: August 15, 2024

RE: Seasonal Personnel Extensions

We are requesting approval to extend Joseph Finch as a seasonal Laborer and Damon Hawver as a seasonal Recreation Aide until October 27, 2024. Messrs. Finch and Hawver had been previously approved until September 8th. The funds are available in the 2024 budget.

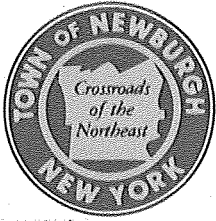
Our expectation is that Mr. Finch will work approximately 35 hours/week and Mr. Hawver will work approximately 6 hours/week for the extended time.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

#7



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

A handwritten signature in black ink, appearing to be "CW" or similar initials, enclosed in a circle.

Date: July 29, 2024

Re: Start Process To Hire HR Manager

This is a request to start the process of hiring a full-time HR Manager. Since this is a competitive management position, we do not have to post this in-house. I would like your permission to put an ad on our website with the qualifications that will be needed for this position. Thank you in advance.

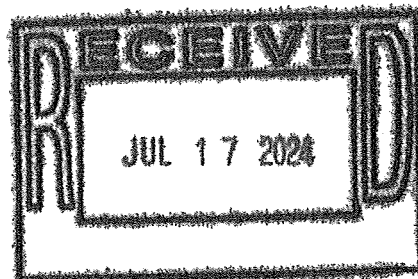
CONFIDENTIAL

#8

Cottage Carting, Inc. DBA Marangi Disposal
PO Box 398, 366 Highland Ave Ext,
Middletown, NY 10940

June 28, 2024

VIA EMAIL AND COURIER
Town of Newburgh



Email: _____

Re: Consent to Assignment of Contract to IWS

Ladies and Gentlemen:

Reference is made to that certain **contract dated January 18, 2023 and acct# 131043 for Trash & Recycling services 2023-2028** (as amended or extended, the “**Agreement**”), by and between **Cottage Carting, Inc. DBA Marangi Disposal** (the “**Company**”) and **TOWN OF NEWBURGH** (the “**Consent Party**”).

The Company is pleased to inform you that it is currently under contract to sell substantially all of its assets (the “**Transaction**”) to **Interstate Waste Services, Inc.** (“**Purchaser**”), a leading waste collection and recycling company offering high-quality services to customers throughout New York, NJ and CT. If the Transaction occurs, the Transaction will include an assignment and transfer of the Agreement by the Company to Purchaser (the “**Assignment**”). In connection with the Transaction, we are requesting your consent to the Assignment.

Notwithstanding anything in the Agreement to the contrary, and contingent upon the consummation of the Transaction, we hereby request your written consent to the Assignment by signing in the space provided below and returning an executed copy to us. By signing below, the Consent Party unconditionally and irrevocably, (i) consents to the Assignment and agrees that such Assignment will not breach or violate any provision of the Agreement; and (ii) acknowledges and agrees that this letter satisfies any and all notice or other procedural requirements set forth in the Agreement with respect to the Assignment (including any time requirements related thereto). The Consent Party’s consent will take effect immediately upon the closing of the Transaction.

Please execute this letter where indicated below and return it by email to **Alexis Marangi** at amarangi@advwaste.com. This letter may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile, .pdf or other electronic means shall be deemed to be their original signatures for all purposes.

Please note that the Transaction has not been publicly announced. Accordingly, we request that you treat this letter and its contents confidentially and refrain from disclosing such information to any other party.

Thank you for your consideration.

[Signature Page Follows]

Sincerely,

Cottage Carting, Inc. DBA Marangi Disposal

/s/ Michael Marangi



By: _____
Name: Michael Marangi
Title: President

ACKNOWLEDGED, ACCEPTED AND AGREED

(subject to Town Board approval upon the Transaction no longer being confidential):

TOWN OF NEWBURGH

By: 

Name: GILBERT PINARD
Title: SUPERVISOR

CONFIDENTIAL

Sincerely,

Cottage Carting, Inc. DBA Marangi Disposal

/s/ Michael Marangi

By: 

Name: Michael Marangi

Title: President

ACKNOWLEDGED, ACCEPTED AND AGREED:

TOWN OF NEWBURGH

By: _____

Name:

Title:

#10



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: 8-19-24

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

F.A.M.

*Totaling: \$ 50.95

Canine: \$ 50.95

Feline: \$

Other: \$

TOWN OF NEWBURGH
 1488 ROUTE 300
 NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT

TONAC ID# 69533

CLAIMANT'S
 NAME
 AND
 ADDRESS

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

TERMS

Aug 2024 Voucher

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
Abstract No.		

Vendor's
 Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
3-12-24		INV# 5356706489		
		2024-08-12 BLACK LAB (F)		\$ 50.95
TOTAL				50.95

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 50.95 is true and correct; that the items, services and disbursements charged, were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

8-14-24
 DATE

Jean Tobin
 SIGNATURE

Acct Manager
 TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

8-14-24
 DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



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

Dr Rider | Date: **8/14/2024 at 07:39** | Invoice: **5356706489** | Cashier: **Jean T**

Client

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

Patient

2024-08-12 Black Lab X (#163773)
 Species: Canine (Mixed Breed)
 Sex: Female | Color: Black
 Birth: | Age: | Weight: 40.00 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
8/12/2024	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
8/13/2024	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: **\$50.95**

A Message from VCA

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

Invoice Summary

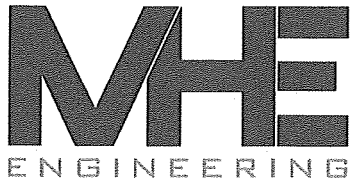
Patient Name	Total Price	Total Tax	Total Due
2024-08-12 Black Lab X	\$50.95	\$0.00	\$50.95

Prev Balance:	
Total Due:	\$50.95
Amount Paid:	\$0.00
Amount Due:	

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

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

#11A



AGREEMENT FOR ENGINEERING SERVICES

Between the

Town of Newburgh

and

MHE Engineering, D.P.C.

For Professional Services

Related to

**Town Justice Court Façade Upgrades
Design, Bidding and Construction Phase Services**

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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

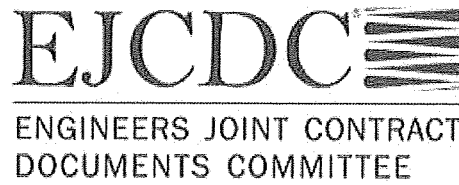
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

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

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

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Town Justice Court Façade Upgrades** (Project). Engineer's services under this Agreement (Services) are generally identified as **Preparation of Design Plans and Specifications, Bidding Phase and Construction Phase Services for the Town of Newburgh District Court Façade project.**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer shall perform engineering services necessary for the development of design plans and specifications suitable for public bidding for the improvements to the justice court's front façade, siding, windows, and front walkway.
- C. Engineer shall provide Bidding Phase Services in Accordance with Appendix 2.
- D. Engineer shall provide Construction Phase Services in accordance with Appendix 3.
- E. The services provided by MHE do not include services related to the controls or handling of hazardous materials, including such materials as asbestos and lead paint. In the event the presence of hazardous materials is highly suspect, Owner should engage the services of a hazardous materials consultant to provide testing, specifications, and monitoring, and any other service related to proper handling and control of said material. In the event that hazardous material is unlikely, Owner shall be aware that in the event such hazardous materials are encountered, Owner should engage the services of a hazardous materials consultant to advise and direct the Owner regarding the handling and controls of said materials.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.2.
- E. Basis of Payment
 - 1. **Lump Sum.** Owner shall pay Engineer for Services outlined in **Section 1.01B & 1.01C** as follows:
 - a. **A Lump Sum amount of \$20,000 plus reimbursable expenses.**

- b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
2. **Hourly Rates.** Owner shall pay Engineer for Services outlined in **Section 1.01D** as follows:
- a. An amount equal to Engineer's Salary Costs times a factor of **2.7** for all Hourly Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
 - b. The total compensation for Engineer's services, included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractors' and Subconsultants' charges.
 - c. The portion of the amounts billed for Engineer's services will be based on the applicable Salary Costs for the cumulative hours charged to the Project incurred during the billing period by Engineer's principals and employees multiplied by the above designated factor, plus Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' charges.
 - d. Salary Costs means salaries and wages paid to Engineer's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto their customary and statutory benefits are equal to a factor of **1.2**.
 - e. Salary Costs, the factor applied to Salary Costs, and the Reimbursable Expenses Schedule will be adjusted annually (as of **May 1**) to reflect equitable changes in the compensation payable to Engineer.
- F. **Additional Services:** For Additional Services, Owner shall pay Engineer An amount equal to Engineer's Salary Costs times a factor of 2.7 for all Hourly Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses. In accordance with 4.01.E.2 above.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means,

methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Non-Direction of Asbestos Consultant

Should it become necessary for Owner/Client to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner/Client in identifying the Asbestos Consultant, it is the Owner/Client and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

As requested by Owner/Client, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner/Client regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.
- N. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services, or such other period as required by Laws and

Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. **Successors and Assigns**
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. **Beneficiaries:** Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

This Agreement's Effective Date is _____.

Owner:

Town of Newburgh
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Gilbert Piaquadio
(typed or printed)

Title: Town Supervisor
(typed or printed)

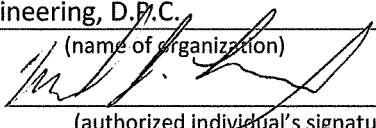
Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Engineer:

MHE Engineering, D.P.C.
(name of organization)

By: 
(authorized individual's signature)

Date: 8/21/2024
(date signed)

Name: Michael J. Lamoreaux, P.E.
(typed or printed)

Title: Principal
(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

This is **Appendix 2, Further Description of Bidding and/or Negotiating Phase Services and Related Matters**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

FURTHER DESCRIPTION OF BIDDING AND/OR NEGOTIATING PHASE SERVICES AND RELATED MATTERS:

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1. Collect and include in the bid package work provided by others, including but not limited to site surveys, property surveys, existing conditions plans, etc. Survey work for the project shall be performed by surveyors retained / employed by the Owner.
2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Consult with and advise OWNER as to the acceptability of contractors, suppliers and other persons and organizations proposed (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

This is **Appendix 3, Further Description of Construction Phase Services and Related Matters** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____.

FURTHER DESCRIPTION OF CONSTRUCTION PHASE SERVICES AND RELATED MATTERS:

Construction Phase Services will be provided with the assistance from other Prime Consultants and Designers. ENGINEER will coordinate and provide construction observation and administration for the project with input and on-site assistance as required from other consultants who have provided plans and specifications for the project. Technical resolutions and/or clarifications will be made by those Design Professional responsible for the scope of work requiring additional information.

During the Construction Phase, ENGINEER shall provide the following:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative to the extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned below, and except as ENGINEER may otherwise agree in writing.
 - a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall advise OWNER of the progress of the work.
 - b. The purpose of ENGINEER's periodic visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

2. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
3. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
4. Shop Drawings (if applicable). ENGINEER shall review and accept (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
5. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
6. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
7. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
8. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:
 1. a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money's paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
9. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
10. Final Field Review. ENGINEER shall conduct a final field review to determine if the work is substantially complete and to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this agreement.
11. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

12. Operational Phase. (if applicable).

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- a. Provide assistance in the closing of any financial or related transaction for the Project.
- b. Provide assistance in connection with the refining and adjusting of any equipment or system.
- c. Assist OWNER in training OWNER's staff to operate and maintain the Project.
- d. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- e. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- f. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

#11B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board
FROM: Patrick J. Hines, Rep Engineers for Town *PJH*
DATE: 22 August 2024
RE: Cortland Commons Project (PB#2017-11)

The Town has received a request for release of the stormwater securities for the subject project. Stormwater Securities were posted in the amount of \$161,423.83. The stormwater performance and maintenance bond was dated 29 June 2020, reference bond #9398N.

The Town has received as-built plans and a certification from the design engineer's office.

Release of the security requires Town Board action, I request it be placed on the next available agenda.

Cc: J. Osborne, Town Engineer
R. Clum, Town Accountant
M. Taylor, Town Attorney
L. Ayers, Town Clerk

#11C

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *juo*
DATE: 20 August 2024
RE: **Crossroads Sewer District Budget Transfer**

I am requesting Town Board approval of the following budget transfer:

From: G5010.9902 (Interfund Transfers)
To: H7094.5200 (System Mapping)
Amt: \$100,000

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

Cc: R. Clum, Town Accountant
P. Hines, MHE
S. Grogan, Sewer Dept Manager

#117

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Rep Engineers for Town *BSH*

DATE: 22 August 2024

RE: Longview Farms Subdivision (PB#2006-39)
Phase II - Roadway, Drainage and
Landscape Security Approval

The applicants representative Tom DePuy of T. M. DePuy Engineering and Land Surveying has prepared cost estimates for the public improvements proposed in Phase II of the subdivision. The project is a 27-lot subdivision with 24 residential lots and 3 drainage district panels.

The cost estimates were prepared using MHE Engineer's standard unit costs. The Phase II cost estimate totals \$1,107,921.70. An inspection fee of 4% is required based on Town Code. The inspection fee for Phase II is \$44,316.87.

The approval for the security and inspection fee requires Town Board action, I request it be placed on the next available agenda.

Cc: J. Osborne, Town Engineer
R. Clum, Town Accountant
M. Taylor, Town Attorney
J. Ewasutyn, Planning Board
G. Canfield, Code Compliance
L. Ayers, Town Clerk

OPINION OF ESTIMATED COST
Phase 2-WORK COST
LONGVIEW FARMS / Town of Newburgh

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Erosion Control & Earthwork				
Erosion Control	10.0	Per Acre	\$ 4,340.00	\$ 43,400.00
Land Clearing		Acre		Completed
Grubbing & Stump Removal		Acre		Completed
Grading (Rough)		Acre		Completed
Scarify Dara drive Cul-De-Sac	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Erosion Control & Earthwork				\$ 48,400.00
PAVING AND SUBBASE MATERIAL				
Asphalt Wearing Course (1-1/2" Depth) incl CC	4791	SY	\$ 16.10	\$ 77,135.10
Asphalt Binder Course (3" Depth)	4791	SY	\$ 31.00	\$ 148,521.00
Asphalt Wearing Course Overlay (1-1/2")	1244	SY	\$ 16.10	\$ 20,028.40
Improvements to Summer Drive	400	LF	\$ 110.00	\$ 44,000.00
Subbase Course (12" Depth)	1183	CY	\$ 62.40	\$ 73,819.20
Country Curb	3140	LF	\$ 50.00	\$ 157,000.00
Subtotal Paving and Subbase Material				\$ 568,903.70
DRAINAGE				
Catch Basins - P1	8	EA	\$ 4,888.00	\$ 39,104.00
Catch Basins - P3	2	EA	\$ 6,500.00	\$ 13,000.00
15" HDPE Drainage Pipe	259	LF	\$ 75.00	\$ 19,425.00
18" HDPE Drainage Pipe	935	LF	\$ 92.00	\$ 86,020.00
48" HDPE Drainage Pipe	146	LF	\$ 190.00	\$ 27,740.00
Storm Practice 1 (Pond) incl. OS & Piping	1	LS	\$ 115,000.00	\$ 115,000.00
Storm Practice 3 (Sand Filter) incl. CS & Piping	1	LS	\$ 36,000.00	\$ 36,000.00
End Sections	5	EA	\$ 815.00	\$ 4,075.00
Head Wall	1	EA	\$ 8,280.00	\$ 8,280.00
Subtotal Drainage				\$ 348,644.00
MISCELLANEOUS DRAINAGE				
Box Culvert Completion Repair	1	LS	\$ 36,000.00	\$ 36,000.00
Subtotal Miscellaneous Drainage				\$ 36,000.00
LANDSCAPING				
Topsoil & Seed	5	Acre	\$ 2,000.00	\$ 10,000.00
Landscape Trees	66	EA	\$ 770.00	\$ 50,820.00
Stormwater Practice 1				
Evergreen Trees	29	EA	\$ 770.00	\$ 22,330.00
Deciduous Trees	22	EA	\$ 770.00	\$ 16,940.00
Herbaceous Plants	108	EA	\$ 12.00	\$ 1,296.00
Deciduous Shrubs	32	EA	\$ 48.00	\$ 1,536.00
Seeding & Mulch (Wetland Mix)	5450	SF	\$ 0.56	\$ 3,052.00
Subtotal Landscaping				\$ 105,974.00
TOTAL PHASE 2				\$ 1,107,921.70
Town Inspection Fee at 4%				\$ 44,316.87

8/15/2024

OPINION OF ESTIMATED COST - DRAINAGE

PHASE 2 DRAINAGE WORK

LONGVIEW FARMS / Town of Newburgh

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
DRAINAGE				
Catch Basins - P1	8	EA	\$ 4,888.00	\$ 39,104.00
Catch Basins - P3	2	EA	\$ 6,500.00	\$ 13,000.00
15" HDPE Drainage Pipe	259	LF	\$ 75.00	\$ 19,425.00
18" HDPE Drainage Pipe	935	LF	\$ 92.00	\$ 86,020.00
48" HDPE Drainage Pipe	146	LF	\$ 190.00	\$ 27,740.00
Storm Practice 1 (Pond) incl. OS & Piping	1	LS	\$ 115,000.00	\$ 115,000.00
Storm Practice 3 (Sand Filter) incl. CS & Piping	1	LS	\$ 36,000.00	\$ 36,000.00
End Sections	5	EA	\$ 815.00	\$ 4,075.00
Conc. Headwall	1	EA	\$ 8,280.00	\$ 8,280.00
Subtotal Drainage				\$ 348,644.00
MISCELLANEOUS				
Box Culvert Completion Repair	1	LS	\$ 36,000.00	\$ 36,000.00
Subtotal Miscellaneous				\$ 36,000.00
TOTAL				\$ 384,644.00
Town Inspection Fees at 4%				\$ 15,385.76

8/15/2024

OPINION OF ESTIMATED COST
Phase 2-HIGHWAY WORK
LONGVIEW FARMS / Town of Newburgh

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Erosion Control & Earthwork				
Erosion Control	10.0	Per Acre	\$ 4,340.00	\$ 43,400.00
Land Clearing		Acre		Completed
Grubbing & Stump Removal		Acre		Completed
Grading (Rough)		Acre		Completed
Scarify Dara drive Cul-De-Sac	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal Erosion Control & Earthwork				\$ 48,400.00
PAVING AND SUBBASE MATERIAL				
Asphalt Wearing Course (1-1/2" Depth) incl CC	4791	SY	\$ 16.10	\$ 77,135.10
Asphalt Binder Course (3" Depth)	4791	SY	\$ 31.00	\$ 148,521.00
Asphalt Wearing Course Overlay (1-1/2")	1244	SY	\$ 16.10	\$ 20,028.40
Improvements to Summer Drive	400	LF	\$ 110.00	\$ 44,000.00
Subbase Course (12" Depth)	1183	CY	\$ 62.40	\$ 73,819.20
Country Curb	3140	LF	\$ 50.00	\$ 157,000.00
Subtotal Paving and Subbase Material				\$ 520,503.70
TOTAL				\$ 568,903.70
Town Inspection Fees at 4%				\$ 22,756.15

8/15/2024

OPINION OF ESTIMATED COST
PHASE 2 LANDSCAPING WORK
LONGVIEW FARMS / Town of Newburgh

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
LANDSCAPING				
Topsoil & Seed	5	Acre	\$ 2,000.00	\$ 10,000.00
Landscape Trees	66	EA	\$ 770.00	\$ 50,820.00
<i>Stormwater Practice 1</i>				
Evergreen Trees	29	EA	\$ 770.00	\$ 22,330.00
Deciduous Trees	22	EA	\$ 770.00	\$ 16,940.00
Herbaceous Plants	108	EA	\$ 12.00	\$ 1,296.00
Deciduous Shrubs	32	EA	\$ 48.00	\$ 1,536.00
Seeding & Mulch (Wetland Mix)	5450	SF	\$ 0.56	\$ 3,052.00
TOTAL				\$ 105,974.00
<i>Town Inspection Fees at 4%</i>				\$ 4,238.96

8/15/2024