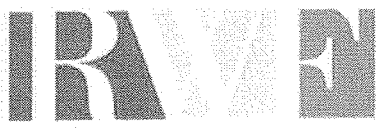


#6



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

**MEMORANDUM**

P: 845.562.9100  
F: 845.562.9126

655 Little Britain Road  
New Windsor, NY 12553

P.O. Box 2280  
Newburgh, NY 12550

**ATTORNEYS**

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

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

**COUNSEL**

- Stewart P. Glenn
- Mary Fern Breheney
- Stephen P. Duggan, III
- John K. McGuirk  
(1942-2018)

**OF COUNSEL**

Craig F. Simon

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

**FROM:** MARK C. TAYLOR, ATTORNEY FOR THE TOWN

**RE:** PROPOSED LOCAL LAW AMENDING CHAPTER 104  
ENTITLED SCHEDULE OF FEES OF THE CODE OF THE  
TOWN OF NEWBURGH: WATER AND SEWER RATES  
EFFECTIVE JANUARY 1, 2025  
OUR FILE NO. 800.1(B)( ) (2024)

**DATE:** DECEMBER 5, 2024

Enclosed please find for the Town Board's consideration following the close of the public hearing scheduled for December 9, 2024, a draft resolution of adoption of the above referenced Local Law. As the rates are codified in the Town's Municipal Code, the Local Law is required in addition to the district budget hearing process.

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

MCT/sel  
Enc.

- cc: Town Clerk Lisa M. Ayers (via e-mail)  
Receiver of Taxes Joseph P. Pedi (via e-mail)  
Town Engineer James Osborne (via e-mail)  
Pat Hines, Principal, McGoey, Hauser & Edsal (via e-mail)  
Town Accountant Ronald Clum (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 9th day of December, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Councilman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF ADOPTION  
OF LOCAL LAW NO. 2 OF 2024  
AMENDING CHAPTER 104 ENTITLED  
'SCHEDULE OF FEES' OF THE  
TOWN OF NEWBURGH MUNICIPAL  
CODE: WATER AND SEWER RATES  
EFFECTIVE JANUARY 1, 2025

Councilman \_\_\_\_\_ presented the following resolution which was seconded by Councilman \_\_\_\_\_.

**WHEREAS**, the Town Board of the Town of Newburgh adopted a resolution on the 25th day of November, 2024 ordering a public hearing to be held on the 9th day of December, 2024 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on Introductory Local Law No. 2 of the Year 2024 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water and Sewer Rates Effective January 1, 2025"; and

**WHEREAS**, a notice of Public Hearing was duly advertised on the \_\_\_rd day of December 2024 in The Mid-Hudson Times and posted on the Town Clerk's sign board together with a copy of the Local Law on the \_\_\_th day of December, 2024; and

**WHEREAS**, the Public Hearing was duly held on the 9th day of December, 2024 at 7:00 o'clock p.m., at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed local Law or any part thereof; and

**WHEREAS**, the adoption of said Local Law revising the Schedule of Fees of the Town of Newburgh constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

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

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_ of 2024 entitled "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Town of Newburgh Municipal Code: Water and Sewer Rates Effective January 1, 2025".
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

|  |               |
|--|---------------|
| <u>Paul I. Ruggiero, Councilman</u>      | <u>voting</u> |
| <u>Scott M. Manley, Councilman</u>       | <u>voting</u> |
| <u>Anthony R. LoBiondo, Councilman</u>   | <u>voting</u> |
| <u>Gilbert J. Piauquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

**TOWN OF NEWBURGH**  
**INTRODUCTORY LOCAL LAW NO. 2 OF THE YEAR 2024**  
**AMENDING CHAPTER 104 ENTITLED**  
**"SCHEDULE OF FEES"**  
**OF THE CODE OF THE TOWN OF NEWBURGH:**  
**WATER AND SEWER RATES**  
**EFFECTIVE JANUARY 1, 2025**

**BE IT ENACTED** by the Town Board of the Town of Newburgh, County of Orange as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 104 entitled 'Schedule of Fees' of the Code of the Town of Newburgh: Water and Sewer Rates Effective January 1, 2025".

SECTION 2 - AMENDMENTS TO CHAPTER 104

That Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code is amended as follows:

1. Subsection 104-3(B)(2) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

“(2) Meter rates. Meter rates for the sale of water to all consumers within the Consolidated Water District and Colden Park Water District of the Town of Newburgh and the duly constituted extensions thereto, excluding water sold to the Town of New Windsor, the New York State Thruway Authority or outside-the-district users, shall be as follows:

| <b>Usage Per Quarter</b> | <b>Rate</b>                                 |
|--------------------------|---|
| First 7,500 gallons      | <u>\$28.00</u> (minimum charge per quarter) |
| Next 10,000 gallons      | <u>\$5.30</u> per 1,000 gallons             |
| Next 82,500 gallons      | <u>\$6.08</u> per 1,000 gallons             |

Over 100,000 gallons

\$7.22 per 1,000 gallons

(a) A penalty equal to 5% of the original bill shall be added to the metered water charges if not paid in full within 30 days from the due and payable date.

(b) The Town of New Windsor, the Town of Marlborough, the City of New York and the New York State Thruway Authority and the outside-the-district users will pay rates and charges as per agreements entered into with the town. In the event that water assessments under the benefit formula cannot be made applicable for any reason to any consumer and any agreement between the town and such users does not reflect payment of the same in one form or another, the town reserves the right to surcharge such users as to meter rates so as to provide for equitable payment of all charges between all users, said surcharge to be applicable in the last calendar quarter charge.

(c) The water rates for the Stewart ANG Base Water District consumer(s) will be established by the Town Board from time to time in accordance with New York State Town Law Section 198. Unpaid water charges in arrears for 30 days or longer shall be subject to such penalty as the Town Board may provide for by resolution subject to the limit established by Town Law Section 198."

2. Subsection 104-3(C)(1) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(1) Sewer operation and maintenance charge.

| <b>Sewer District</b>   | <b>Rate/Fee (per gallons consumed per premises)</b> |
|-------------------------|---|
| Crossroads Consolidated | <u>\$8.50</u> per 1,000 gallons                     |
| Nob Hill                | <u>\$.013</u> /gallon                               |

The following minimum operating and maintenance charge

shall apply to all connected properties, including but not

limited to those without water meters:

**\$36.00 per quarter"**

2. Subsection 104-3(C)(3) of Section 104-3 entitled "Sanitation and water fees" of Chapter 104 entitled "Schedule of Fees" of the Town of Newburgh Municipal Code be and hereby is amended to read as follows:

"(3) Combined Operation and Maintenance and Facility Charge  
Roseton Hills Sewer District

\$200.00 per each residential dwelling unit, whether or not an apartment or condominium unit on each parcel as listed on the latest completed Assessment Roll of the Town per quarter"

### SECTION 3 - UNCONSTITUTIONALITY OR ILLEGALITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

### SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on the later of the date it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law or January 1, 2025.

#7A

TOWN OF NEWBURGH

AUDIT # 23

DATE: DECEMBER 9, 2024

TOTAL OF ALL PAYMENTS: \$ 1,685,765.42

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,685,765.42 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.

DEC 09 2024

Dated : \_\_\_\_\_

\_\_\_\_\_  
Town Clerk Office

Town Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Town Board Meeting December 09, 2024

**#7B**

**Review Status Report and Budget Status Report for November 2024**



#7C



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

**RONALD E. CLUM, CPA**  
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: [rclumaccountant@townofnewburgh.org](mailto:rclumaccountant@townofnewburgh.org)

**To: Gil Piaquadio, Town Supervisor and  
Members of the Town Board**

**From: Ronald E. Clum, Town Accountant**  
**James Osborne & Pat Hines, Engineers**

**Date: December 3, 2024**

**Re: Water Fund to Loan \$1 million to Levinson Heights**

---

As you know we signed a contract with Arold Construction in the amount of \$4,197,979 for the Levinson Heights-Old Post Road Area Water Main Extension. This project will be totally reimbursed by the New York City DEC.

At this time I asking for authorization to transfer \$1,000,000 to cover the first 3 payments while we wait for bonding authorizations to be finalized by the attorneys.

If you have any questions or concerns, please feel free to contact me.

#9A



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M. Black, Personnel

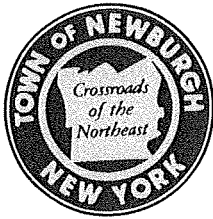
Date: December 3, 2024

Re: Part-time Laborer

---

Mr. Presutti would like to hire Joseph Finch, as a part-time laborer starting on or after December 9<sup>th</sup>, 2024. The salary is \$17.31 per hour. The applicants' hiring is contingent on your approval and the completion of his paperwork, drug/alcohol test and physical.

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: November 25, 2024

RE: Part Time Laborer

---

We are requesting your approval to hire Joseph Finch as a part time Laborer to fill the current opening in the Recreation Department. Mr. Finch will be hired at the rate of \$17.31/hour.

This position is currently funded in the 2024 Recreation Department Budget. The start date for this position will be on or after December 9<sup>th</sup>.

Thank you for your consideration.

Regards,

Jim Presutti

# TOWN OF NEWBURGH EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOSEPH FINCH

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME

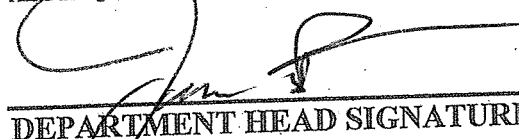
HOURLY RATE: \$17.31

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: A7110.5100

PROPOSED HIRE DATE: ON OR AFTER 12/09/24

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

  
DEPARTMENT HEAD SIGNATURE

11/26/24  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
5-22-2017

#9C

**THIRD PARTY LEASE AND SERVICE AGREEMENT**  
**FOR CAPITAL EQUIPMENT**

**THIS THIRD PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT** (“Agreement”) is made this 1st day of October, 2024, by and between **COUNTY OF ORANGE**, a municipal corporation having offices at 255 Main Street, Goshen, New York 10924, by and through its Department of Planning and Development (“County”) and **TOWN OF NEWBURGH**, a municipal corporation having offices at 1496 Route 300 Newburgh, New York 12550 (“Carrier”). The Carrier’s unique entity identifier issued by the “System of Award Management” online at [www.sam.gov](http://www.sam.gov) is **G6GMFZVNQMB6**. The County and the Carrier are each individually referred to in this Agreement as a “Party” and collectively referred to as the “Parties.”

**WHEREAS**, Section 5307 of Chapter 53 of Title 49, United States Code (“U.S.C.”) provides for the payment of Federal financial assistance for public transportation services in urbanized areas through a formula grant program administered by the Federal Transit Administration (“FTA”) an operating administration within the United States Department of Transportation (“Federal Transit Funding”); and

**WHEREAS**, the State of New York (“State”) provides certain matching funds for capital assistance projects pursuant to Article 13 of the State Transportation Law and such funds are administered by the State Department of Transportation (“State Transit Funding” and together with the Federal Transit Funding, collectively, the “Transit Funding”); and

**WHEREAS**, the County is a recipient of the Transit Funding under certain written grant agreements between the County and the FTA, and the County and the State, which Transit Funding is used by the County to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in one or more project applications submitted to, and approved by, the FTA and State Commissioner of Transportation or his duly authorized representative (“State Commissioner”) in accordance with 49 U.S.C. 53 and Article 13 of the State Transportation Law;

**WHEREAS**, in accordance with the Project Application incorporated into this Agreement pursuant to Section 3(b)(i) of this Agreement (“Project Application”), the County applied for and was granted Transit Funding to be used to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in Appendix B to this Agreement (collectively, the “Capital Equipment”); and

**WHEREAS**, in accordance with the Project Application, the County wishes to grant a leasehold interest in the Capital Equipment to the Carrier, and the Carrier wishes to accept a leasehold interest in the Capital Equipment as a subrecipient of the Transit Funding through the County subject to the terms and conditions set forth in this Agreement including the condition that the Capital Equipment be used by the Carrier for the sole purpose of operating public mass transportation service, which service must be at all times open to the general public and operated

on an equal opportunity basis ("Public Transit Service") for a period of time equal to the useful life of the Capital Equipment ("Service Period").

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the County and the Carrier agree as follows:

1. **Recitals**. The Parties incorporate the foregoing recitals as a material portion of this Agreement.
2. **Purpose of Agreement**. The purpose of this Agreement is to lease the Capital Equipment to the Carrier to be used by the Carrier to provide Public Transit Service during the Service Period on the terms, conditions, and mutual understandings set forth in this Agreement.
3. **Documents Forming this Agreement**.
  - a. **Attached Documents**. This Agreement consists of this document and the following listed attachments:
    - i. Appendix A-1- Federal Required Clauses
    - ii. Appendix A-2 - State Required Clauses
    - iii. Appendix A-3 - Supplemental Title VI Provisions
    - iv. Appendix B - Identification of the Capital Equipment and Identification of the Service Period
    - v. Appendix C - Disposition of Equipment
  - b. **Incorporated Documents**. This Agreement also consists of the following documents, each of which are incorporated into, and made a part of this Agreement, by reference:
    - i. Project Application;
    - ii. Agreement Between County and FTA (Federal Grant No. NY-2023-042-00) ("County's Federal Grant Funding Agreement"); and
    - iii. Agreement between County and the State (State Contract No. K007558 for State Project No. 8TRO.96.001) ("County's State Grant Funding Agreement").
  - c. **Conflicts**. In the event of any conflict or inconsistency between the terms and conditions of the main body of this Agreement and any document listed in Sections 3(a) and (b) above, the conflict will be resolved by giving precedence to the following documents in the following order with the earlier listed controlling over the latter:
    - i. Federal Required Clauses unless any requirement, term, provision or condition of the Federal Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
    - ii. State Standard Clauses unless any requirement, term, provision or condition of the State Required Clauses is less stringent than those set forth in the

documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;

- iii. Supplemental Title VI Provisions unless any requirement, term, provision or condition of the Supplemental Title VI Provisions is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
- iv. County's Federal Grant Funding Agreement;
- v. the Project Application;
- vi. County's State Grant Funding Agreement;
- vii. the main body of this Agreement;
- viii. Appendix B to this Agreement; and
- ix. Appendix C to this Agreement.

d. Compliance. The Carrier agrees to comply with:

- i. all applicable terms and conditions contained in the documents listed in Section 3(c) above; and
- ii. all laws, ordinances, rules, regulations, conditions, requirements, guidance, project supporting information and assurances applicable during the Service Period, including without limitation:
  - 1. Chapter 53 of Title 49, U.S.C, and the regulations promulgated thereunder and codified at 49 Code of Federal Regulations ("C.F.R.") Part 601 et seq.; and
  - 2. Article 13 of State Transportation Law and the regulations promulgated thereunder and codified at Title 17 New York Codes, Rules and Regulations,

as each may be amended from time to time during the term of this Agreement (collectively, "Applicable Laws").

#### 4. Grant of Leasehold Interest In, and Use of, the Capital Equipment.

- a. Grant of Leasehold Interest. For the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the County hereby grants to Carrier a leasehold interest in the Capital Equipment and the Carrier hereby accepts the leasehold interest in the Capital Equipment for the sole purpose of providing Public Transit Service during the Service Period on the terms and conditions set forth in this Agreement.
- b. Use of the Capital Equipment.
  - i. Capital Equipment Must Only be Used for Public Transit Service. The Carrier acknowledges and agrees that the Capital Equipment leased from the County in accordance with this Agreement will only be used to provide Public Transit Service as a condition of the Transit Funding and the

Applicable Laws. The Carrier acknowledges and agrees that “Public Transit Service” is transit service that is **always open to the general public and operates on an equal opportunity basis** as described in the Project Application.

1. No Charter Service. The Carrier acknowledges that use of the Capital Equipment to provide charter or sightseeing transportation service is prohibited under the Transit Funding pursuant to 49 U.S.C 5323(d) and 49 C.F.R. 604(c). Pursuant to 49 C.F.R. 604(c) “charter service” means:
    - a. Transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
      - i. A third party pays the transit provider a negotiated price for the group;
      - ii. Any fares charged to individual members of the group are collected by a third party;
      - iii. The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
      - iv. A third party determines the origin and destination of the trip as well as scheduling; or
    - b. Transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration and:
      - i. A premium fare is charged that is greater than the usual or customary fixed route fare; or
      - ii. The service is paid for in whole or in part by a third party.
  2. No Personal Use of the Capital Equipment. The Capital Equipment must not, at any time, be used for the personal transportation or the private purposes of the employees, agents, representatives, clients, or associates of the Carrier.
- ii. Violations. Violations of the restrictions set forth in this Section 4 is cause for the immediate termination of this Agreement by the FTA, the State Commissioner or the County.
- c. Reporting Regarding the Use of the Capital Equipment.
    - i. Duty to Keep Records. The Carrier shall keep accurate records regarding the use of the Capital Equipment and shall submit to the County such information or reports as the County, the FTA or the State may from time to time request in connection with the Capital Equipment.



- ii. Reports of Non-Public Transit Service. In the event that the Carrier uses the Capital Equipment in violation of this Section 4 or any of the Applicable Laws, the Carrier shall keep a record of each instance as an instance of use of the Capital Equipment in non-Public Transit Service, and the vehicle-miles incurred by the Capital Equipment for each such instance, and submit a report detailing these instances to the County and the State Department of Transportation on a quarterly basis, for any calendar quarter during which such instances have occurred.
      - d. Notification of Changes in the Public Transit Service. The Carrier shall notify the County in writing in advance of any substantial proposed changes in Public Transit Service prior to any such changes. For the purposes of this Section 4(d), the terms "changes in Public Transit Service" includes, but is not limited to scheduling, operating hours, routes, timetables, marketing, equipment, fares, and passenger terminals and facilities.
5. Maintenance of the Capital Equipment. The Carrier agrees to keep and maintain the Capital Equipment at a high level of cleanliness, safety and mechanical soundness, and garage or store the Capital Equipment in a secure manner. The Carrier agrees to properly maintain the Capital Equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such Capital Equipment. Besides this normal maintenance, the Capital Equipment must be regularly inspected by trained maintenance personnel and any problems uncovered through such inspection must be corrected in a reasonable time. Components of the Capital Equipment must be tested regularly and kept in good working order. In addition, the Carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the County may from time to time require including, but not limited to, the transit asset management requirements set forth in 49 C.F.R 625, as may be amended from time to time during the term of this Agreement.
6. Disposition of the Capital Equipment. Upon the completion of the Service Period or the earlier termination of this Agreement, the Capital Equipment must be disposed of in the manner provided for in Appendix C to this Agreement.
7. Contracts of the Carrier. The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor carrier with respect to its rights and responsibilities under this Agreement without the prior written approval of the County, the FTA, and the State Commissioner. The County, the FTA, and the State Commissioner will require the inclusion in any such contract, amendment, or document with any successor carrier of such terms and conditions as each of them may deem necessary or desirable to further the purpose of this Agreement as a prerequisite to their respective approval. Such terms and conditions will include provision for the successor carrier's compliance with all Applicable Laws, the Project Application, the County's Federal Grant Funding Agreement, and the County's State Grant Funding Agreement.

8. **Termination or Suspension.** If the Carrier, before the expiration of the Service Period, discontinues the Public Transit Service or if, for any reason, the commencement, prosecution, or timely completion of the Public Transit Service by the Carrier is rendered improbable, impossible, illegal, or if, the County in its sole opinion deems the Carrier or the operation of the Public Transit Service in violation of the terms and conditions of this Agreement, the County, may by written notice to the Carrier, terminate any or all of the Carrier's obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected. Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any of the following:
- a. termination or suspension of the use of the Capital Equipment and such other action as the County deems necessary;
  - b. furnishing a status report on the physical condition of the Capital Equipment; and/or
  - c. furnishing an estimate of the current fair market value of the Capital Equipment.
9. **Records and Documentation.** The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the expiration of the Service Period or the earlier termination of this Agreement and, upon request, shall make the same available to the County, the FTA or the State Commissioner or their respective designees for audit, inspection, and copying.
10. **Carrier Authorization Under Applicable Law.** In the event that any approval, permit, action, proceeding, or authorization is required by applicable law, ordinance, rule, or regulation to enable the Carrier to enter into this Agreement, or to undertake the Public Transit Service, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and expeditiously complete such action as is so required.
11. **Carrier Liability.** The Carrier will be responsible for any and all damage to life and property due to activities of the Carrier, its contractors, subcontractors, agents, or employees in connection with the use of the Capital Equipment leased from the County pursuant to this Agreement and the use of the Capital Equipment to provide the Public Transit Service. The Carrier shall indemnify and hold harmless the County, the FTA, the State and their respective officials, employees, and agents from any and all claims, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents, or employees, relating to the use of the Capital Equipment. The Carrier, in performing the Public Transit Service is an independent contractor and not an employee or agent of the County.
12. **Insurance.** The Carrier agrees to procure and maintain during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 12, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the State Department of Transportation, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms

and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of service in which the Carrier Equipment will be utilized. Except for workers' compensation and disability insurance, the Carrier shall name the County and the State as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 12. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Capital Equipment and annually thereafter, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that it has complied with this Section 12, which certificate(s) must provide that the policies will not be changed or cancelled until thirty (30) days written notice has been given to the County. The kinds and amounts of insurance are as follows:

- a. Workers' Liability Insurance. The Carrier shall maintain, at all times, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- b. Disability. The Carrier shall maintain, at all times, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- c. Bodily Injury and Property Damage. The Carrier shall, at all times, maintain a policy or policies of bodily injury liability and property damage liability insurance in accordance with the applicable State laws and regulations covering the Carrier, the County, and the State, at adequate limits for the protection of all parties and subject to the approval of the County. Adequate coverage must consist of no less than \$5,000,000 combined single limit for bodily injury and property damage (broad form general liability coverage); adequate coverage must also consist of automobile liability coverage of no less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence. The Carrier may comply with this requirement by providing general and automobile liability coverage of \$1,000,000 each, plus umbrella or excess liability coverage of \$4,000,000 or more.
- d. Theft, Fire, and Collision Losses. The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the replacement cost of the Capital Equipment, in the event of theft, damage, or complete loss from fire or collision. The collision insurance must not contain a deductible provision greater than ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). The Carrier agrees to deliver to the County, the FTA's, the State's, and the County's share of the proceeds of any settlement on theft, fire, and/or collision losses, pro-rated on the basis of each entity's percentage of contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement.

- e. Required Clauses. Each policy of insurance must contain clauses to the effect that (i) such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it must not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County's Risk Management Division and the County's Commissioner of the Planning Department and the County will have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Carrier.
- f. Requirements if Such Insurance Is Not Written on a Per Occurrence Basis. To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:
  - i. Policy retroactive dates coincide with or precede the Carrier's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
  - ii. If the insurance is terminated for any reason and/or for at least three (3) years following the end of the Service Period, the Carrier will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination.
  - iii. Immediate notice must be given to the County's Commissioner of the Planning Department and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to this Agreement or the Capital Equipment.

13. Inspections. During the term of this Agreement, the Carrier shall permit and require its subcontractors to permit the County Executive, as the Chief Executive Officer of the County, the State Commissioner, the State Comptroller, the Secretary of the United States Department of Transportation, and Comptroller General of the United States, or their respective authorized representatives, at any time during the normal business hours of the Carrier, to inspect the condition of the Capital Equipment and the operation of the Capital Equipment in Public Transit Service and to inspect all data, records, and accounts maintained by the Carrier that are required pursuant to this Agreement or the Applicable Laws.

14. Advertising on Capital Equipment.

- a. Subject to Section 14(c) of this Agreement, the County permits the Carrier to place advertisements and signage on the Capital Equipment. The Carrier agrees to use reasonable discretion in the selection and approval of advertisements that would appear on the Capital Equipment. Net revenues from advertising appearing on the Capital Equipment shall be accounted for by the Carrier and used to support the operation of transit service in and for the County.

- b. The County, at its sole cost and expense, reserves the right to advertise public service information on the Capital Equipment.
  - c. The County reserves the right to reject and require the removal of any paid or unpaid advertisements on the Capital Equipment in its sole and absolute discretion. The Carrier agrees to immediately remove any such rejected advertisement or signage at the direction of the County's County Executive, County's Commissioner of Planning, or the County Transit Coordinator. The Carrier agrees that the County will bear no liability for any expense incurred because of the County's rejection of any such advertisement or signage on the Capital Equipment.
15. **Term of Agreement.** Subject to earlier termination in the manner provided for in Section 8 of this Agreement, the term of this Agreement will be the entire Service Period specified in Appendix B to this Agreement.
16. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.
17. **Sexual Harassment Certification.** Pursuant to the State Finance Law §139-1, by execution of this Agreement, the Carrier and the individual signing this Agreement on behalf of the Carrier certifies, under penalty of perjury, that the Carrier 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 must, at a minimum, meet the requirements of Section 201-g of the State Labor Law. A model policy and training has been created by the 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>
18. **Executory Clause.** The County shall have no liability under this Agreement to the Carrier or anyone else beyond funds appropriated and available for this Agreement.
19. **Independent Contractor.** In accepting the Capital Equipment as a subrecipient of the County under the Transit Funding and on the condition of such Transit Funding that the Capital Equipment only be used by the Carrier to operate Public Transit Service, the Carrier shall operate as, and have the status of, an independent contractor and shall not act as an agent, or be an agent, of the County. In accordance with such status as an independent contractor, the Carrier covenants and agrees that neither it or its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or any department, agency, or unit of the County, by reason of this Agreement, and that it will not, by reason of this Agreement, make any claim, demand, or application to, or for any right or

privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

20. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, will not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach or omission.
21. **Amendments.** Any modification of this Agreement must be in writing and executed by the Parties.
22. **Governing Law.** This Agreement is governed by the laws of the State.
23. **Arbitration and Venue.** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State, 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.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof.
25. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the County and the Carrier have executed this Agreement by and through their respective authorized representatives effective the day and year first above written.

**COUNTY OF ORANGE**

**CARRIER**

**BY:** \_\_\_\_\_  
Stefan ("Steven") M. Neuhaus  
County Executive

**BY:** \_\_\_\_\_  
**NAME:**  
**TITLE:**

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the \_\_\_\_\_, and that he/she signed his/her/ name there to by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )SS:  
COUNTY OF ORANGE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, N.Y., that he is the \_\_\_\_\_ of the County of Orange, the municipal corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Orange County Legislature, and that he signed his name to by like order.

\_\_\_\_\_  
Notary Public

**APPENDIX A-1**  
**Federal Standard Clauses**



## **APPENDIX A-2**

### **New York State Standard Clauses**

## **APPENDIX A-3**

### **Supplemental Title VI Provisions**

## APPENDIX B

### Identification of the Capital Equipment and Identification of the Service Period

**Capital Equipment:** The Capital Equipment leased from the County to the Carrier pursuant to Section 4(a) of the Agreement is as follows:

| <u>YEAR</u> | <u>MAKE</u> | <u>MODEL</u> | <u>VIN#</u>       |
|-------------|-------------|--------------|-------------------|
| 2025        | FORD        | E350         | 1FDEE3FNXSDD13768 |
| 2025        | FORD        | E350         | 1FDEE3FN2SDD14851 |

**Service Period:** Subject to Section 8 of the Agreement, the Service Period commences on **October 1, 2024**, and continues until the end of the useful life of the Capital Equipment. Should one or more vehicles comprising of the Capital Equipment become unsafe or is in an otherwise unusable condition for Public Transit Service before the expiration of the Service Period, the County and the Carrier may amend this Agreement to account for such conditions.

## **APPENDIX C**

### **Disposition of Equipment**

No part of the Capital Equipment will be sold, rendered unusable, or relinquished without the express prior written approval of the County, the FTA, the State Commissioner, and State Comptroller. If any Capital Equipment, or portion of such Capital Equipment, is so sold, other than for their replacement in Public Transit Service with like facilities or equipment, (i) the County's, the FTA's, and the State's share of the proceeds from such sale will be delivered by Carrier to County on a pro-rated basis equal to each entity's percentage contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement; and (ii) any disposition of the Capital Equipment must conform with 49 C.F.R 18, which regulations are hereby incorporated into and made a part of this Appendix C to the Agreement.

**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**  
See instructions on next page before completing this form.

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

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

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

If yes, please answer the next questions:

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

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

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-responsibility: \_\_\_\_\_

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

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

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

## **Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations**

### **Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

### **Instructions:**

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

## IRAN DIVESTMENT ACT CERTIFICATION

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

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

# Orange County, New York

|  |  |  |  |
|--|--|--|--|
| <b>Standard Voucher</b>  |  | VC000000   |  |
| Voucher Amount: <u>                    \$24,485.91</u>                 | Department: <u>                    Planning/Transit</u>  | Vendor Invoice No: <u>                    E9607 &amp; E9608</u>  | Invoice Date: <u>                    10/2/2024</u> |
| Date Goods/Serv. Rec'd: <u>                    </u>                    | Purchase Order No: <u>                    175352</u>     | Date Invoice Rec'd: <u>                    </u>  | Commodity Code: <u>                    </u>        |
| Vendor No: <u>                    </u>                                 | Vendor Name: <u>                    Town of Newburgh</u> | <b>Claimant's Certification</b><br>The undersigned hereby certifies that services and/ or articles charged for were actually provided, and that the entire sum charged therefore, without inclusion of taxes, is due and unpaid. |  |
| Vendor Address: <u>                    1496 Route 300</u>              | <u>                    Newburgh, NY 12550</u>            |  |  |
| <u>                    </u>  | <u>                    </u>                              |  |  |
|  |  | Date: <u>                    </u>  | Authorized Signature: <u>                    </u>  |
| Federal ID or Social Security # (9 digits) <u>                    </u> |  |  |  |

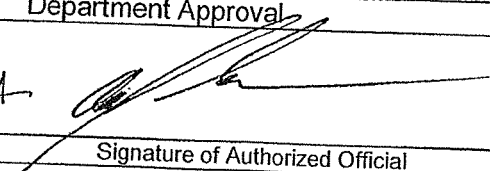
| Item            | Description of Materials and/or Services   | Quantity | Unit Price | Total Cost         |
|-----------------|--|----------|------------|--------------------|
| 1               |  |          |            |                    |
| 2               | 10% Local Share portion of the purchase of |          |            |                    |
| 3               | two (2) Lot E buses with VINS:             |          |            |                    |
| 4               | 1FDEE3FNXSDD13768,                         |          |            |                    |
| 5               | 1FDEE3FN2SDD14851                          |          |            | \$24,485.91        |
| 6               |  |          |            |                    |
| 7               |  |          |            |                    |
| 8               |  |          |            |                    |
| 9               |  |          |            |                    |
| <b>TOTAL \$</b> |  |          |            | <u>\$24,485.91</u> |

**FOR COUNTY USE ONLY**

Accounting:

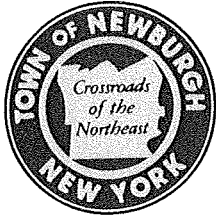
| Suffix | Dept. # | OCA    | OBJ Level 3 Acct. | GL Acct. | Amount      |
|--------|---------|--------|-------------------|----------|-------------|
| 1      | 1100    | 519701 | 419891            | CP 485L3 | \$24,485.91 |
| 2      |         |        |                   |          |             |

**Standard Voucher Total \$** \$24,485.91

|                     |   |
|---------------------|---|
| Department Approval |   |
| 10/2/24             |  |
| Date                | Signature of Authorized Official  |







**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Lisa #9B

**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: November 25, 2024

RE: Part Time Recreation Department/Desmond Position

---

We are requesting your approval to begin the process to hire a Part Time Clerk for the Desmond campus to fill the opening left upon Janet Simmons' resignation. The funds for this position are available in the 2025 budget.

Thank you for your consideration.

Regards,

Jim Presutti

#9C



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

**MEMORANDUM**

P: 845.562.9100  
F: 845.562.9126  
655 Little Britain Road  
New Windsor, NY 12553  
P.O. Box 2280  
Newburgh, NY 12550

**TO:** HON. GILBERT J. PIAQUADIO, SUPERVISOR  
TOWN BOARD MEMBERS  
**FROM:** MARK C. TAYLOR, ATTORNEY FOR THE TOWN  
**RE:** RESOLUTION OF TOWN BOARD AUTHORIZING THIRD  
PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL  
EQUIPMENT WITH THE COUNTY OF ORANGE  
OUR FILE NO. 800.1(B)( ) (2024)  
**DATE:** DECEMBER 5, 2024

**ATTORNEYS**  
David L. Rider  
Charles E. Frankel  
Michael J. Matsler  
Mark C. Taylor  
Deborah Weisman-Estis  
M. Justin Rider  
  
M. J. Rider  
(1906-1968)  
Elliott M. Weiner  
(1915-1990)

**COUNSEL**  
Stewart P. Glenn  
Mary Fern Breheney  
Stephen P. Duggan, III  
John K. McGuirk  
(1942-2018)

**OF COUNSEL**  
Craig F. Simon

Enclosed please find the following resolution pertaining to an Agreement with Orange County for reimbursement of senior transportation expenses:

**RESOLUTION OF TOWN BOARD AUTHORIZING THIRD PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT WITH THE COUNTY OF ORANGE AND ACCEPTANCE OF LEASEHOLD INTEREST**

A copy of the Agreement providing for the lease of two Ford 350's for Dial a Bus transportation services and related documents including vouchers to be submitted to the County are also enclosed. As with past agreements, the Town is required to carry insurance with certain limits covering the Town, County and State of New York, as well theft, fire and collision insurance with a deductible no greater than \$1,000. The Town is also required to indemnify and hold the County, Federal Transit Administration and State harmless. As Board members may recall the indemnification provision was invoked by the County in at least one prior accident claim involving a Town Dial a Bus.

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

MCT/sel  
Enc.

cc: Town Clerk Lisa M. Vance Ayers (via e-mail)  
James Presutti, Commissioner of Parks, Recreation and Conservation (via e-mail)  
Ronald Clum, Town Accountant (via e-mail)  
Hank Chapman, CRIS Haylor Freyer & Coon (via e-mail)  
Kathy Fraser, MLIS, Haylor, Freyer & Coon (via e-mail)  
Mark Hall, Highway Superintendent/ Fleet Maintenance (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of November, 2024 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD  
AUTHORIZING THIRTY PARTY  
LEASE AND SERVICE AGREEMENT  
FOR CAPITAL EQUIPMENT  
WITH COUNTY OF ORANGE AND  
ACCEPTANCE OF LEASEHOLD  
INTEREST

Councilman \_\_\_\_\_ presented the following resolution which was  
seconded by Councilman \_\_\_\_\_.

WHEREAS, the County of Orange has forwarded a Third Party Lease and Service Agreement for Capital Equipment for two 2025 Ford E350 vehicles (the "Capital Equipment") dated as of October 1, 2024 granting a leasehold interest in the Capital Equipment to the Town as a subrecipient of Federal and State Transit Funding awarded to the County through a financial assistance program for public transportation services under certain written grant agreements; and

WHEREAS, the Town is required to accept the leasehold interest in the Capital Equipment subject to the terms and conditions set forth in the Third Party Lease and Service Agreement including the condition that the Capital Equipment be used for the sole purpose of operating public mass transportation service open to the general public and operated on an equal opportunity basis for a period of time equal to the useful life of the Capital Equipment; and

WHEREAS, the Town Board must accordingly approve the Third Party Lease and Service Agreement for Capital Equipment with the County of Orange dated October 1, 2024 in order to accept the leasehold interest in the Capital Equipment for mass transportation services.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Third Party Lease and Service Agreement for Capital Equipment dated October 1, 2024 with the County of Orange, as to its form and manner of execution and accepts the leasehold interest in the subject capital equipment; and

BE IT FURTHER RESOLVED, that the Town Board hereby authorizes and empowers the Supervisor to execute and deliver the Third Party Lease and Service Agreement for Capital Equipment and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such acknowledgments, certificates, documents and papers

and to take such actions as may be necessary to effectuate and carry out said authorizations and the terms and conditions of the said Third Party Lease and Service Agreement for Capital Equipment.

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

Paul I. Ruggiero, Councilman voting \_\_\_\_\_

Scott M. Manley, Councilman voting \_\_\_\_\_

Anthony R. LoBiondo, Councilman voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on December 9, 2024 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

---

Lisa M. Vance Ayers, Town Clerk  
Town of Newburgh

**THIRD PARTY LEASE AND SERVICE AGREEMENT**  
**FOR CAPITAL EQUIPMENT**

**THIS THIRD PARTY LEASE AND SERVICE AGREEMENT FOR CAPITAL EQUIPMENT** (“Agreement”) is made this 1st day of October, 2024, by and between **COUNTY OF ORANGE**, a municipal corporation having offices at 255 Main Street, Goshen, New York 10924, by and through its Department of Planning and Development (“County”) and **TOWN OF NEWBURGH**, a municipal corporation having offices at 1496 Route 300 Newburgh, New York 12550 (“Carrier”). The Carrier’s unique entity identifier issued by the “System of Award Management” online at [www.sam.gov](http://www.sam.gov) is **G6GMFZVNQMB6**. The County and the Carrier are each individually referred to in this Agreement as a “Party” and collectively referred to as the “Parties.”

**WHEREAS**, Section 5307 of Chapter 53 of Title 49, United States Code (“U.S.C.”) provides for the payment of Federal financial assistance for public transportation services in urbanized areas through a formula grant program administered by the Federal Transit Administration (“FTA”) an operating administration within the United States Department of Transportation (“Federal Transit Funding”); and

**WHEREAS**, the State of New York (“State”) provides certain matching funds for capital assistance projects pursuant to Article 13 of the State Transportation Law and such funds are administered by the State Department of Transportation (“State Transit Funding” and together with the Federal Transit Funding, collectively, the “Transit Funding”); and

**WHEREAS**, the County is a recipient of the Transit Funding under certain written grant agreements between the County and the FTA, and the County and the State, which Transit Funding is used by the County to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in one or more project applications submitted to, and approved by, the FTA and State Commissioner of Transportation or his duly authorized representative (“State Commissioner”) in accordance with 49 U.S.C. 53 and Article 13 of the State Transportation Law;

**WHEREAS**, in accordance with the Project Application incorporated into this Agreement pursuant to Section 3(b)(i) of this Agreement (“Project Application”), the County applied for and was granted Transit Funding to be used to purchase certain capital equipment, including transit vehicles, transit equipment, and transit facilities as more particularly described in Appendix B to this Agreement (collectively, the “Capital Equipment”); and

**WHEREAS**, in accordance with the Project Application, the County wishes to grant a leasehold interest in the Capital Equipment to the Carrier, and the Carrier wishes to accept a leasehold interest in the Capital Equipment as a subrecipient of the Transit Funding through the County subject to the terms and conditions set forth in this Agreement including the condition that the Capital Equipment be used by the Carrier for the sole purpose of operating public mass transportation service, which service must be at all times open to the general public and operated

on an equal opportunity basis ("Public Transit Service") for a period of time equal to the useful life of the Capital Equipment ("Service Period").

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the County and the Carrier agree as follows:

1. **Recitals**. The Parties incorporate the foregoing recitals as a material portion of this Agreement.
2. **Purpose of Agreement**. The purpose of this Agreement is to lease the Capital Equipment to the Carrier to be used by the Carrier to provide Public Transit Service during the Service Period on the terms, conditions, and mutual understandings set forth in this Agreement.
3. **Documents Forming this Agreement**.
  - a. **Attached Documents**. This Agreement consists of this document and the following listed attachments:
    - i. Appendix A-1- Federal Required Clauses
    - ii. Appendix A-2 - State Required Clauses
    - iii. Appendix A-3 - Supplemental Title VI Provisions
    - iv. Appendix B - Identification of the Capital Equipment and Identification of the Service Period
    - v. Appendix C - Disposition of Equipment
  - b. **Incorporated Documents**. This Agreement also consists of the following documents, each of which are incorporated into, and made a part of this Agreement, by reference:
    - i. Project Application;
    - ii. Agreement Between County and FTA (Federal Grant No. NY-2023-042-00) ("County's Federal Grant Funding Agreement"); and
    - iii. Agreement between County and the State (State Contract No. K007558 for State Project No. 8TRO.96.001) ("County's State Grant Funding Agreement").
  - c. **Conflicts**. In the event of any conflict or inconsistency between the terms and conditions of the main body of this Agreement and any document listed in Sections 3(a) and (b) above, the conflict will be resolved by giving precedence to the following documents in the following order with the earlier listed controlling over the latter:
    - i. Federal Required Clauses unless any requirement, term, provision or condition of the Federal Required Clauses is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
    - ii. State Standard Clauses unless any requirement, term, provision or condition of the State Required Clauses is less stringent than those set forth in the



documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;

- iii. Supplemental Title VI Provisions unless any requirement, term, provision or condition of the Supplemental Title VI Provisions is less stringent than those set forth in the documents listed below in which case the more stringent requirement, term, provision, or condition in the documents listed below will be ultimately controlling;
- iv. County's Federal Grant Funding Agreement;
- v. the Project Application;
- vi. County's State Grant Funding Agreement;
- vii. the main body of this Agreement;
- viii. Appendix B to this Agreement; and
- ix. Appendix C to this Agreement.

d. Compliance. The Carrier agrees to comply with:

- i. all applicable terms and conditions contained in the documents listed in Section 3(c) above; and
- ii. all laws, ordinances, rules, regulations, conditions, requirements, guidance, project supporting information and assurances applicable during the Service Period, including without limitation:
  - 1. Chapter 53 of Title 49, U.S.C, and the regulations promulgated thereunder and codified at 49 Code of Federal Regulations ("C.F.R.") Part 601 et seq.; and
  - 2. Article 13 of State Transportation Law and the regulations promulgated thereunder and codified at Title 17 New York Codes, Rules and Regulations,

as each may be amended from time to time during the term of this Agreement (collectively, "Applicable Laws").

#### 4. Grant of Leasehold Interest In, and Use of, the Capital Equipment.

a. Grant of Leasehold Interest. For the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the County hereby grants to Carrier a leasehold interest in the Capital Equipment and the Carrier hereby accepts the leasehold interest in the Capital Equipment for the sole purpose of providing Public Transit Service during the Service Period on the terms and conditions set forth in this Agreement.

b. Use of the Capital Equipment.

- i. Capital Equipment Must Only be Used for Public Transit Service. The Carrier acknowledges and agrees that the Capital Equipment leased from the County in accordance with this Agreement will only be used to provide Public Transit Service as a condition of the Transit Funding and the

Applicable Laws. The Carrier acknowledges and agrees that "Public Transit Service" is transit service that is always open to the general public and operates on an equal opportunity basis as described in the Project Application.

1. No Charter Service. The Carrier acknowledges that use of the Capital Equipment to provide charter or sightseeing transportation service is prohibited under the Transit Funding pursuant to 49 U.S.C 5323(d) and 49 C.F.R. 604(c). Pursuant to 49 C.F.R. 604(c) "charter service" means:
    - a. Transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
      - i. A third party pays the transit provider a negotiated price for the group;
      - ii. Any fares charged to individual members of the group are collected by a third party;
      - iii. The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
      - iv. A third party determines the origin and destination of the trip as well as scheduling; or
    - b. Transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration and:
      - i. A premium fare is charged that is greater than the usual or customary fixed route fare; or
      - ii. The service is paid for in whole or in part by a third party.
  2. No Personal Use of the Capital Equipment. The Capital Equipment must not, at any time, be used for the personal transportation or the private purposes of the employees, agents, representatives, clients, or associates of the Carrier.
- ii. Violations. Violations of the restrictions set forth in this Section 4 is cause for the immediate termination of this Agreement by the FTA, the State Commissioner or the County.
- c. Reporting Regarding the Use of the Capital Equipment.
    - i. Duty to Keep Records. The Carrier shall keep accurate records regarding the use of the Capital Equipment and shall submit to the County such information or reports as the County, the FTA or the State may from time to time request in connection with the Capital Equipment.

- ii. Reports of Non-Public Transit Service. In the event that the Carrier uses the Capital Equipment in violation of this Section 4 or any of the Applicable Laws, the Carrier shall keep a record of each instance as an instance of use of the Capital Equipment in non-Public Transit Service, and the vehicle-miles incurred by the Capital Equipment for each such instance, and submit a report detailing these instances to the County and the State Department of Transportation on a quarterly basis, for any calendar quarter during which such instances have occurred.
  
  - d. Notification of Changes in the Public Transit Service. The Carrier shall notify the County in writing in advance of any substantial proposed changes in Public Transit Service prior to any such changes. For the purposes of this Section 4(d), the terms "changes in Public Transit Service" includes, but is not limited to scheduling, operating hours, routes, timetables, marketing, equipment, fares, and passenger terminals and facilities.
5. Maintenance of the Capital Equipment. The Carrier agrees to keep and maintain the Capital Equipment at a high level of cleanliness, safety and mechanical soundness, and garage or store the Capital Equipment in a secure manner. The Carrier agrees to properly maintain the Capital Equipment according to the procedures described in the manufacturer's service manual and through generally accepted bus industry practices for such Capital Equipment. Besides this normal maintenance, the Capital Equipment must be regularly inspected by trained maintenance personnel and any problems uncovered through such inspection must be corrected in a reasonable time. Components of the Capital Equipment must be tested regularly and kept in good working order. In addition, the Carrier agrees to comply with such other maintenance or other conditions relating to the safe and acceptable operation of the Capital Equipment, as the County may from time to time require including, but not limited to, the transit asset management requirements set forth in 49 C.F.R 625, as may be amended from time to time during the term of this Agreement.
6. Disposition of the Capital Equipment. Upon the completion of the Service Period or the earlier termination of this Agreement, the Capital Equipment must be disposed of in the manner provided for in Appendix C to this Agreement.
7. Contracts of the Carrier. The Carrier shall not execute any contract, amendment thereto, or change order, or obligate itself in any manner with any successor carrier with respect to its rights and responsibilities under this Agreement without the prior written approval of the County, the FTA, and the State Commissioner. The County, the FTA, and the State Commissioner will require the inclusion in any such contract, amendment, or document with any successor carrier of such terms and conditions as each of them may deem necessary or desirable to further the purpose of this Agreement as a prerequisite to their respective approval. Such terms and conditions will include provision for the successor carrier's compliance with all Applicable Laws, the Project Application, the County's Federal Grant Funding Agreement, and the County's State Grant Funding Agreement.

8. **Termination or Suspension.** If the Carrier, before the expiration of the Service Period, discontinues the Public Transit Service or if, for any reason, the commencement, prosecution, or timely completion of the Public Transit Service by the Carrier is rendered improbable, impossible, illegal, or if, the County in its sole opinion deems the Carrier or the operation of the Public Transit Service in violation of the terms and conditions of this Agreement, the County, may by written notice to the Carrier, terminate any or all of the Carrier's obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected. Upon receipt of any such notice of termination or suspension, the Carrier shall promptly carry out the actions required by such notice which may include any of the following:
- a. termination or suspension of the use of the Capital Equipment and such other action as the County deems necessary;
  - b. furnishing a status report on the physical condition of the Capital Equipment; and/or
  - c. furnishing an estimate of the current fair market value of the Capital Equipment.
9. **Records and Documentation.** The Carrier shall retain all data, reports, records, logs, and other materials and information relating to activities covered by this Agreement for a period of six (6) years following the expiration of the Service Period or the earlier termination of this Agreement and, upon request, shall make the same available to the County, the FTA or the State Commissioner or their respective designees for audit, inspection, and copying.
10. **Carrier Authorization Under Applicable Law.** In the event that any approval, permit, action, proceeding, or authorization is required by applicable law, ordinance, rule, or regulation to enable the Carrier to enter into this Agreement, or to undertake the Public Transit Service, or to observe, assume, or carry out any of the provisions of this Agreement, the Carrier will initiate and expeditiously complete such action as is so required.
11. **Carrier Liability.** The Carrier will be responsible for any and all damage to life and property due to activities of the Carrier, its contractors, subcontractors, agents, or employees in connection with the use of the Capital Equipment leased from the County pursuant to this Agreement and the use of the Capital Equipment to provide the Public Transit Service. The Carrier shall indemnify and hold harmless the County, the FTA, the State and their respective officials, employees, and agents from any and all claims, suits, proceedings, costs, expenses, judgments, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from acts or omissions of the Carrier, its contractors, subcontractors, agents, or employees, relating to the use of the Capital Equipment. The Carrier, in performing the Public Transit Service is an independent contractor and not an employee or agent of the County.
12. **Insurance.** The Carrier agrees to procure and maintain during the term of this Agreement at its own expense, insurance of the kinds and in the amounts required in this Section 12, with insurance companies authorized to do business in the State, or in self-insured condition pursuant to order of the State Department of Transportation, covering all operations under this Agreement, whether performed by the Carrier or its subcontractors, agents, or employees. Such policies are to be in the broadest form available on usual commercial terms

and must be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of this Agreement and the type of service in which the Carrier Equipment will be utilized. Except for workers' compensation and disability insurance, the Carrier shall name the County and the State as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) are the sole obligation of the Carrier. Notwithstanding anything to the contrary in this Agreement, the Carrier irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance policies described in this Section 12. The provision of insurance by the Carrier will not in any way limit the Carrier's liability under this Agreement. Before operating the Capital Equipment and annually thereafter, the Carrier shall furnish to the County a certificate or certificates in a form satisfactory to the County showing that it has complied with this Section 12, which certificate(s) must provide that the policies will not be changed or cancelled until thirty (30) days written notice has been given to the County. The kinds and amounts of insurance are as follows:

- a. Workers' Liability Insurance. The Carrier shall maintain, at all times, a policy or policies of workers' compensation insurance covering the obligations of the Carrier at the State statutory limit.
- b. Disability. The Carrier shall maintain, at all times, a policy or policies of disability insurance covering the obligations of the Carrier at the State statutory limit.
- c. Bodily Injury and Property Damage. The Carrier shall, at all times, maintain a policy or policies of bodily injury liability and property damage liability insurance in accordance with the applicable State laws and regulations covering the Carrier, the County, and the State, at adequate limits for the protection of all parties and subject to the approval of the County. Adequate coverage must consist of no less than \$5,000,000 combined single limit for bodily injury and property damage (broad form general liability coverage); adequate coverage must also consist of automobile liability coverage of no less than \$5,000,000 combined single limit for bodily injury and property damage per occurrence. The Carrier may comply with this requirement by providing general and automobile liability coverage of \$1,000,000 each, plus umbrella or excess liability coverage of \$4,000,000 or more.
- d. Theft, Fire, and Collision Losses. The Carrier shall maintain, at all times, collision and comprehensive insurance so as to assure recovery of the replacement cost of the Capital Equipment, in the event of theft, damage, or complete loss from fire or collision. The collision insurance must not contain a deductible provision greater than ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00). The Carrier agrees to deliver to the County, the FTA's, the State's, and the County's share of the proceeds of any settlement on theft, fire, and/or collision losses, pro-rated on the basis of each entity's percentage of contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement.

- e. Required Clauses. Each policy of insurance must contain clauses to the effect that (i) such insurance will be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it must not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the County, directed to the County's Risk Management Division and the County's Commissioner of the Planning Department and the County will have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Carrier.
- f. Requirements if Such Insurance Is Not Written on a Per Occurrence Basis. To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:
  - i. Policy retroactive dates coincide with or precede the Carrier's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
  - ii. If the insurance is terminated for any reason and/or for at least three (3) years following the end of the Service Period, the Carrier will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination.
  - iii. Immediate notice must be given to the County's Commissioner of the Planning Department and the County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to this Agreement or the Capital Equipment.

13. Inspections. During the term of this Agreement, the Carrier shall permit and require its subcontractors to permit the County Executive, as the Chief Executive Officer of the County, the State Commissioner, the State Comptroller, the Secretary of the United States Department of Transportation, and Comptroller General of the United States, or their respective authorized representatives, at any time during the normal business hours of the Carrier, to inspect the condition of the Capital Equipment and the operation of the Capital Equipment in Public Transit Service and to inspect all data, records, and accounts maintained by the Carrier that are required pursuant to this Agreement or the Applicable Laws.

14. Advertising on Capital Equipment.

- a. Subject to Section 14(c) of this Agreement, the County permits the Carrier to place advertisements and signage on the Capital Equipment. The Carrier agrees to use reasonable discretion in the selection and approval of advertisements that would appear on the Capital Equipment. Net revenues from advertising appearing on the Capital Equipment shall be accounted for by the Carrier and used to support the operation of transit service in and for the County.

- b. The County, at its sole cost and expense, reserves the right to advertise public service information on the Capital Equipment.
- c. The County reserves the right to reject and require the removal of any paid or unpaid advertisements on the Capital Equipment in its sole and absolute discretion. The Carrier agrees to immediately remove any such rejected advertisement or signage at the direction of the County's County Executive, County's Commissioner of Planning, or the County Transit Coordinator. The Carrier agrees that the County will bear no liability for any expense incurred because of the County's rejection of any such advertisement or signage on the Capital Equipment.

15. **Term of Agreement.** Subject to earlier termination in the manner provided for in Section 8 of this Agreement, the term of this Agreement will be the entire Service Period specified in Appendix B to this Agreement.

16. **Headings for Convenience and Reference Only.** Headings of sections and subsections of this Agreement are inserted for convenience and reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

17. **Sexual Harassment Certification.** Pursuant to the State Finance Law §139-1, by execution of this Agreement, the Carrier and the individual signing this Agreement on behalf of the Carrier certifies, under penalty of perjury, that the Carrier 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 must, at a minimum, meet the requirements of Section 201-g of the State Labor Law. A model policy and training has been created by the 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>

18. **Executory Clause.** The County shall have no liability under this Agreement to the Carrier or anyone else beyond funds appropriated and available for this Agreement.

19. **Independent Contractor.** In accepting the Capital Equipment as a subrecipient of the County under the Transit Funding and on the condition of such Transit Funding that the Capital Equipment only be used by the Carrier to operate Public Transit Service, the Carrier shall operate as, and have the status of, an independent contractor and shall not act as an agent, or be an agent, of the County. In accordance with such status as an independent contractor, the Carrier covenants and agrees that neither it or its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or any department, agency, or unit of the County, by reason of this Agreement, and that it will not, by reason of this Agreement, make any claim, demand, or application to, or for any right or

privilege applicable to an officer or employee of the County including, but not limited to, workers' compensation coverage, health coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

20. **Waiver.** The failure of either Party to insist in any one or more instance upon the strict performance of any one or more of the obligations under this Agreement, or to exercise any election herein contained, will not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same will continue and remain in full force and effect with respect to any subsequent breach or omission.
21. **Amendments.** Any modification of this Agreement must be in writing and executed by the Parties.
22. **Governing Law.** This Agreement is governed by the laws of the State.
23. **Arbitration and Venue.** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the County, but must instead only be heard in the Supreme Court of the State, 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.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof.
25. **Signatures.** A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the County and the Carrier have executed this Agreement by and through their respective authorized representatives effective the day and year first above written.

**COUNTY OF ORANGE**

**CARRIER**

**BY:** \_\_\_\_\_  
Stefan ("Steven") M. Neuhaus  
County Executive

**BY:** \_\_\_\_\_  
NAME:  
TITLE:



**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the municipal corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the \_\_\_\_\_, and that he/she signed his/her/ name there to by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )SS:  
COUNTY OF ORANGE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, N.Y., that he is the \_\_\_\_\_ of the County of Orange, the municipal corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Orange County Legislature, and that he signed his name to by like order.

\_\_\_\_\_  
Notary Public

**APPENDIX A-1**  
**Federal Standard Clauses**

**APPENDIX A-2**

**New York State Standard Clauses**

## **APPENDIX A-3**

### **Supplemental Title VI Provisions**

## APPENDIX B

### Identification of the Capital Equipment and Identification of the Service Period

**Capital Equipment:** The Capital Equipment leased from the County to the Carrier pursuant to Section 4(a) of the Agreement is as follows:

| <u>YEAR</u> | <u>MAKE</u> | <u>MODEL</u> | <u>VIN#</u>       |
|-------------|-------------|--------------|-------------------|
| 2025        | FORD        | E350         | 1FDEE3FNXSDD13768 |
| 2025        | FORD        | E350         | 1FDEE3FN2SDD14851 |

**Service Period:** Subject to Section 8 of the Agreement, the Service Period commences on **October 1, 2024**, and continues until the end of the useful life of the Capital Equipment. Should one or more vehicles comprising of the Capital Equipment become unsafe or is in an otherwise unusable condition for Public Transit Service before the expiration of the Service Period, the County and the Carrier may amend this Agreement to account for such conditions.

## APPENDIX C

### Disposition of Equipment

No part of the Capital Equipment will be sold, rendered unusable, or relinquished without the express prior written approval of the County, the FTA, the State Commissioner, and State Comptroller. If any Capital Equipment, or portion of such Capital Equipment, is so sold, other than for their replacement in Public Transit Service with like facilities or equipment, (i) the County's, the FTA's, and the State's share of the proceeds from such sale will be delivered by Carrier to County on a pro-rated basis equal to each entity's percentage contribution to the purchase price of the Capital Equipment as these shares are described in the County's Federal Grant Funding Agreement and the County's State Grant Funding Agreement; and (ii) any disposition of the Capital Equipment must conform with 49 C.F.R. 18, which regulations are hereby incorporated into and made a part of this Appendix C to the Agreement.

**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

See instructions on next page before completing this form.

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

Address:

Name and Title of Person Submitting this Form:

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

If yes, please answer the next questions:

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

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

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

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-responsibility:

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

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

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

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

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

**Instructions for Completing the  
Offeror Disclosure of Prior Non-Responsibility Determinations**

**Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

**Instructions:**

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



## IRAN DIVESTMENT ACT CERTIFICATION

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

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

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

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

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

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



## Orange County, New York

|  |  |
|--|--|
| <b>Standard Voucher</b>                                | VC000000   |
| Voucher Amount: <u>                    \$26,786.00</u> | Vendor Invoice No: <u>                    FTA 5307 2023</u>  |
| Department: <u>                    Planning</u>        | Invoice Date: <u>                    10/28/2024</u>  |
| Date Goods/Serv. Rec'd: <u>                    </u>    | Date Invoice Rec'd: <u>                    </u>  |
| Purchase Order No: <u>                    </u>         | Commodity Code: <u>                    </u>  |
| Vendor No: <u>                    </u>                 | <b>Claimant's Certification</b><br>The undersigned hereby certifies that services and/ or articles charged for were actually provided, and that the entire sum charged therefore, without inclusion of taxes, is due and unpaid. |
| Vendor Name: <u>          Town of Newburgh</u>         |  |
| Vendor Address: <u>          1496 Route 300</u>        |  |
| <u>                    Newburgh, NY 12550</u>          |  |
| <u>                    </u>                            | Date <u>                    </u> Authorized Signature <u>                    </u>  |
| <u>                    </u>                            | Federal ID or Social Security # (9 digits)   |

| Item | Description of Materials and/or Services | Quantity | Unit Price | Total Cost  |
|------|--|----------|------------|-------------|
| 1    |  |          |            |             |
| 2    | FTA Section 5307 Operating Assistance    |          |            |             |
| 3    | Payment Calendar Year 2023               |          |            | \$26,786.00 |
| 4    |  |          |            |             |
| 5    |  |          |            |             |
| 6    |  |          |            |             |
| 7    |  |          |            |             |
| 8    |  |          |            |             |

**TOTAL \$**                     \$26,786.00

**FOR COUNTY USE ONLY**

Accounting:

| Suffix | Dept. # | OCA | OBJ Level 3 Acct. | GL Acct. | Amount      |
|--------|---------|-----|-------------------|----------|-------------|
| 1      |         |     |                   |          | \$26,786.00 |
| 2      |         |     |                   |          |             |

**Standard Voucher Total \$**                     \$26,786.00

|                     |                                  |
|---------------------|----------------------------------|
| Department Approval |                                  |
|                     |                                  |
| Date                | Signature of Authorized Official |

#10 Lisa



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gil Piaquadio, Town Supervisor  
Town Board

From: Charlene M Black, Personnel

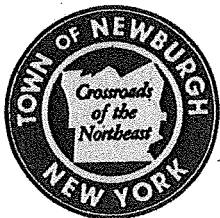
Date: December 4, 2024

Re: Authorization to Hire Full-Time Police Officer (Transfer)

Chief Campbell has requested to hire the following candidate as a Full Time Police Officer. His approval for transfer from Orange County Human Resources is pending approval. He must complete all the necessary full-time paperwork, fingerprinting, and drug/alcohol testing. Since he is already a full-time Police Officer a physical is not required, he had it done when he became a full-time Police officer in his other jurisdiction.

Arthur Bongiorno

A start date is anticipated for on or after January 6, 2025



## TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
CHIEF OF POLICE

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

December 2, 2024

To: Newburgh Town Board

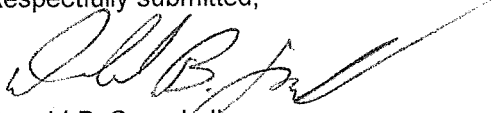
Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Arthur Bongiorno as a full-time police officer at a starting salary of \$88,000 per year. Officer Bongiorno is currently a NYS certified police officer working in Maybrook. I am requesting a start date effective on or after January 6<sup>th</sup> 2025 pending the completion of a background and documentation required by Orange County Civil Service. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,



Donald B. Campbell  
Chief of Police

TOWN OF NEWBURGH  
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Arthur Bongiorno

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: \$88,000 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: on or after 1/6/25

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

12/3/24  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



#11

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: 11.27.24

---

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

\*Totaling: \$ 1907.48

Canine: \$ 289.44

Feline: \$ 1618.04

Other: \$

**TOWN OF NEWBURGH**

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT

*Animal Control*

CLAIMANT'S

NAME

Newburgh Veterinary Hospital

AND

1716 Route 300

ADDRESS

Newburgh, NY 12550

(845)564-2660

TERMS

Net 30 Days

*Canine*

DO NOT WRITE IN THIS BOX

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

Invoice #

| Date    | Quantity | Description of Materials or Services | Unit Price | Amount   |
|---------|----------|--------------------------------------|------------|----------|
| 11/2/24 | 910388   |                                      |            | 253.44 ✓ |
| 11/5/24 | 910659   |                                      |            | 18.00 ✓  |
| 11/5/24 | 910684   |                                      |            | 18.00 ✓  |
| TOTAL   |          |                                      |            | 289.44   |

**CLAIMANT'S CERTIFICATION**

*Dora M Cast* certifies that the above amount in the amount of \$ 289.44 is true and correct, that the name, address and description of charges were furnished to or for the municipality on the date stated; that no part has been paid or received; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

11/27/24  
DATE

*Dora M Cast*  
SIGNATURE

*Practice Mgr.*  
TITLE

(Space below for municipal use)

**DEPARTMENT APPROVAL**

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

11-27-24  
Date

*[Signature]*  
Authorized Official

**APPROVAL FOR PAYMENT**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Auditing Board



# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:51a  
**Date:** 11-02-24  
**Account:** 19984  
**Invoice:** 910388

| Date   | For         | Qty  | Description                         | Price  | Discount | Net Price |
|--|-------------|------|-------------------------------------|--------|----------|-----------|
| 11-01-24   | Coal #54-24 | 1    | Neuter/Canine- Town of Newburgh     | 127.00 | 39.00    | 88.00 **  |
| 11-01-24   |             | 1    | Anesthesia- Isoflurane              | 412.00 | 412.00   | 0.00 **   |
| 11-01-24   |             | 1    | ---BloodPressureMonitoring w/anes   |        |          | 0.00      |
| 11-01-24   |             | 1    | ---PulseOximeterMonitoring w/Anes   |        |          | 0.00      |
| 11-01-24   |             | 1    | -CapnographMonitoring w/Anesthe     |        |          | 0.00      |
| 11-01-24   |             | 1    | ----Recovery in Heated Cage         |        |          | 0.00      |
| 11-01-24   |             | 1    | ----Warm Water Blanket in Surgery   |        |          | 0.00      |
| 11-01-24   |             | 0.16 | -HydromorphoneInject 2mg/ml Con     |        |          | 0.00      |
| 11-01-24   |             | 2.80 | Penicillin G Inject / ml (in hosp)  | 32.77  | 32.77    | 0.00 **   |
| 11-01-24   |             | 2.20 | Rimadyl/ Caprofen Inject / ml Outpa | 63.77  | 63.77    | 0.00 **   |
| 11-01-24   |             | 0.60 | -TelazolInject Control Log / ml     |        |          | 0.00      |
| 11-01-24   |             | 1    | PEDICURE                            | 19.90  | 19.90    | 0.00 **   |
| 11-01-24   |             | 1    | Elizabethan Collar                  | 30.00  | 10.50    | 19.50 **  |
| 11-01-24   |             | 1    | Canine Dist/A2/Parainfluenza/Parvo  | 60.00  | 44.00    | 16.00 **  |
| Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosprosis  |             |      |                                     |        |          |           |
| 11-01-24   |             | 1    | CANINE RABIES / 1YEAR               | 60.00  | 42.00    | 18.00 **  |
| 11-01-24   |             | 1    | Canine Respiratory Complex- Bord    | 60.00  | 44.75    | 15.25 **  |
| Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months. |             |      |                                     |        |          |           |
| 11-01-24   |             | 1    | Lyme,HW,Ehrlichia,Anaplasma 4D      | 113.00 | 84.00    | 29.00 **  |
| 11-01-24   |             | 10   | Amoxicillin 250mg capsule #38152    | 21.75  | 18.50    | 3.25 **   |
| 11-01-24   |             | 5    | Vetprofen Tablets 100mg Individual  | 25.30  | 22.35    | 2.95 **   |
| 11-01-24   |             |      | Trazodone 100mg tablets #381531     | 19.55  | 19.55    | 0.00 **   |
| 11-01-24   |             | 1    | Otic- Posatex 15gm #381534          | 77.38  | 37.14    | 40.24 **  |
| 11-01-24   |             | 1    | EAR CLEANING (Basic)                | 42.50  | 21.25    | 21.25 **  |
| 11-02-24   |             | 1    | 4DX Elisa Negative                  |        |          | 0.00      |

Total charges, this invoice...

253.44

\*\*Total discount included: 911.48

057

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:50a  
**Date:** 11-05-24  
**Account:** 19984  
**Invoice:** 910659

| Date                             | For         | Qty | Description            | Price | Discount | Net Price |
|----------------------------------|-------------|-----|------------------------|-------|----------|-----------|
| 11-05-24                         | Chase 26-24 | 1   | CANINE RABIES / 3 YEAR | 60.00 | 42.00    | 18.00 **  |
| Total charges, this invoice...   |             |     |                        |       |          | 18.00     |
| **Total discount included: 42.00 |             |     |                        |       |          |           |

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

LIKE US ON FACEBOOK.COM!

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

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

COPIED

# INVOICE

## **Newburgh Veterinary Hospital**

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:50a  
**Date:** 11-05-24  
**Account:** 19984  
**Invoice:** 910684

| Date                             | For        | Qty | Description           | Price | Discount | Net Price |
|----------------------------------|------------|-----|-----------------------|-------|----------|-----------|
| 11-05-24                         | Tako 60-24 | 1   | CANINE RABIES / 1YEAR | 60.00 | 42.00    | 18.00 **  |
| Total charges, this invoice...   |            |     |                       |       |          | 18.00     |
| **Total discount included: 42.00 |            |     |                       |       |          |           |

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

---

LIKE US ON FACEBOOK.COM!

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

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

1100

**TOWN OF NEWBURGH**

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

DEPARTMENT Animal Control

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS Net 30 Days  
Feline Page 1 of 2

DO NOT WRITE IN THIS BOX

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

Invoice # \_\_\_\_\_

| Date         | Quantity | Description of Materials or Services | Unit Price | Amount   |
|--------------|----------|--------------------------------------|------------|----------|
| 10/27/24     | 909952   |                                      |            | 83.00 ✓  |
| 10/27/24     | 909953   |                                      |            | 167.98 ✓ |
| 11/2/24      | 96389    |                                      |            | 87.00 ✓  |
| 11/4/24      | 910583   |                                      |            | 253.35 ✓ |
| 11/8/24      | 911041   |                                      |            | 143.00 ✓ |
| 11/8/24      | 911042   |                                      |            | 29.00 ✓  |
| 11/8/24      | 911043   |                                      |            | 29.00 ✓  |
| 11/12/24     | 911376   |                                      |            | 93.50 ✓  |
| 11/21/24     | 911438   |                                      |            | 167.98 ✓ |
| <b>TOTAL</b> |          |                                      |            |          |

**CLAIMANT'S CERTIFICATION**

*See next page*

I certify that the above amount is the amount of \$ \_\_\_\_\_ is true and correct, that the items, services and expenditures charges were rendered to or for the municipality on the dates stated; that no part has been paid or received; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is exactly due.

\_\_\_\_\_  
DATE SIGNATURE 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.

11-27-24  
Date

  
Authorized Official

**APPROVAL FOR PAYMENT**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Auditing Board

2300  
DEC 7

**TOWN OF NEWBURGH**

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

**DO NOT WRITE IN THIS BOX**

DEPARTMENT Animal Control

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

CLAIMANT'S NAME AND ADDRESS  
**Newburgh Veterinary Hospital**  
 1716 Route 300  
 Newburgh, NY 12550  
 (845)564-2660

TERMS Net 30 Days

Invoice # \_\_\_\_\_

Feline Page 2 of 2

| Date         | Quantity | Description of Materials or Services | Unit Price | Amount         |
|--------------|----------|--------------------------------------|------------|----------------|
| 11/13/24     | 911501   |                                      |            | 167.98 ✓       |
| 11/13/24     | 911545   |                                      |            | 83.00 ✓        |
| 11/13/24     | 911546   |                                      |            | 83.00 ✓        |
| 11/13/24     | 911551   |                                      |            | 111.00 ✓       |
| 11/18/24     | 912089   |                                      |            | 88.75 ✓        |
| 11/20/24     | 912292   |                                      |            | 30.50 ✓        |
| <b>TOTAL</b> |          |                                      |            | <b>1168.04</b> |

**CLAIMANT'S CERTIFICATION**

Dora M Cast certifies that the above amount in the amount of \$ 1168.04 is true and correct; that the above services and materials were furnished to or for the municipality on the dates stated; that no part has been paid or claimed; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

11/27/24 DATE      Dora M Cast SIGNATURE      Practice Mgr TITLE

(Space below for municipal use)

**DEPARTMENT APPROVAL**

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

11/27/24 Date      [Signature] Authorized Official

**APPROVAL FOR PAYMENT**

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date      Auditing Board

052

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:49a  
**Date:** 10-29-24  
**Account:** 4417  
**Invoice:** 909952

| Date     | For          | Qty  | Description                        | Price  | Discount | Net Price |
|----------|--------------|------|------------------------------------|--------|----------|-----------|
| 10-29-24 | Jameie 30k24 | 1    | Weight Monitoring                  |        |          | 0.00      |
| 10-29-24 |              | 1    | NEUTER FELINE                      | 152.00 | 105.50   | 46.50 **  |
| 10-29-24 |              | 1    | Sedation                           | 286.00 | 286.00   | 0.00 **   |
| 10-29-24 |              | 0.07 | BuprenorphineSR Inject/ml in hosp  | 37.98  | 37.98    | 0.00 **   |
| 10-29-24 |              | 0.20 | Penicillin G Inject / ml (in hosp) | 30.19  | 30.19    | 0.00 **   |
| 10-29-24 |              | 1    | Oral, Topical medication administr | 11.40  | 11.40    | 0.00 **   |
| 10-29-24 |              | 0.05 | -TelazolInject Control Log / ml    |        |          | 0.00      |
| 10-29-24 |              | 1    | PEDICURE                           | 19.90  | 19.90    | 0.00 **   |
| 10-29-24 |              | 1    | Feline Low Cost Rabies Vaccine 1y  |        |          | 21.25     |
| 10-29-24 |              | 1    | FELINE RHINO/PANLEUK/CALICI        | 48.00  | 32.75    | 15.25 **  |

Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.

Total charges, this invoice... 83.00

\*\*Total discount included: 523.72

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

Reminders for: **Jameie 30k24** (Weight: 3.8 LBS - 5m) Last done

|       |                                |
|-------|--------------------------------|
| 10/25 | Feline Rhino/Panleuk/Calici I/ |
| 02/25 | Rabies/Purevax Feline 1yr      |
| 12/24 | FECAL EXAM                     |

### Doctor's Instructions

#### Sedation

FOOD & WATER- With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this we recommend restricting access to water for an hour or so until your pet has quieted down. Then allow only small amounts of food and water for the first eight hours. Normal feeding may resume the next day.

ELIMINATION- Many patients may not have a bowel movement for 24-36 hrs. after

2100  
2100  
2100

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:49a  
**Date:** 10-29-24  
**Account:** 4417  
**Invoice:** 909953

| Date     | For   | Qty  | Description                        | Price  | Discount | Net Price |
|----------|---|------|------------------------------------|--------|----------|-----------|
| 10-29-24 | Brienne 25k24   | 1    | Weight Monitoring                  |        |          | 0.00      |
| 10-29-24 |   | 1    | OHE FELINE                         | 397.00 | 309.00   | 88.00 **  |
|          | Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records. |      |                                    |        |          |           |
| 10-29-24 |   | 1    | Anesthesia- Isoflurane             | 412.00 | 412.00   | 0.00 **   |
| 10-29-24 |   | 1    | ---BloodPressureMonitoring w/anes  |        |          | 0.00      |
| 10-29-24 |   | 1    | ---PulseOximeterMonitoring w/Anes  |        |          | 0.00      |
| 10-29-24 |   | 1    | -CapnographMonitoring w/Anesthe    |        |          | 0.00      |
| 10-29-24 |   | 1    | -----Recovery in Heated Cage       |        |          | 0.00      |
| 10-29-24 |   | 1    | ----Warm Water Blanket in Surgery  |        |          | 0.00      |
| 10-29-24 |   | 0.07 | BuprenorphineSR Inject/ml in hosp  | 37.98  | 37.98    | 0.00 **   |
| 10-29-24 |   | 0.20 | Penicillin G Inject / ml (in hosp) | 30.19  | 30.19    | 0.00 **   |
| 10-29-24 |   | 1    | Oral, Topical medication administr | 11.40  | 11.40    | 0.00 **   |
| 10-29-24 |   | 0.05 | -TelazolInject Control Log / ml    |        |          | 0.00      |
| 10-29-24 |   | 1    | PEDICURE                           | 19.90  | 19.90    | 0.00 **   |
| 10-29-24 |   | 1    | Elizabethan Collar                 | 30.00  | 10.50    | 19.50 **  |
| 10-29-24 |   | 1    | Feline Low Cost Rabies Vaccine 1y  |        |          | 21.25     |
| 10-29-24 |   | 1    | FELINE RHINO/PANLEUK/CALICI        | 48.00  | 32.75    | 15.25 **  |
|          | Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.  |      |                                    |        |          |           |
| 10-29-24 |   | 1    | Amoxicillin Drops 15ml (50mg/ml)   | 34.83  | 10.85    | 23.98 **  |

Total charges, this invoice... 167.98

\*\*Total discount included: 874.57

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:49a  
**Date:** 11-02-24  
**Account:** 4417  
**Invoice:** 910389

| Date     | For         | Qty  | Description  | Price  | Discount | Net Price |
|----------|-------------|------|--|--------|----------|-----------|
| 11-01-24 | Bingo 34k24 | 1    | Neuter FELINE<br>Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records. | 397.00 | 350.50   | 46.50 **  |
| 11-01-24 |             | 1    | -Isoflurane Gas Anesthesia   |        |          | 0.00      |
| 11-01-24 |             | 1    | ---PulseOximeterMonitoring w/Anes  |        |          | 0.00      |
| 11-01-24 |             | 1    | -CapnographMonitoring w/Anesthe  |        |          | 0.00      |
| 11-01-24 |             | 1    | -----Recovery in Heated Cage   |        |          | 0.00      |
| 11-01-24 |             | 0.05 | BuprenorphineSR Inject/ml in hosp  | 35.70  | 35.70    | 0.00 **   |
| 11-01-24 |             | 0.20 | Penicillin G Inject / ml (in hosp)   | 30.19  | 30.19    | 0.00 **   |
| 11-01-24 |             | 0.10 | Onsior Inject/ ml (hosp)   | 32.01  | 32.01    | 0.00 **   |
| 11-01-24 |             | 0.05 | -TelazolInject Control Log / ml  |        |          | 0.00      |
| 11-01-24 |             | 1    | Feline Rabies Vaccine / Purevax 1y<br>Today, your cat received the most advanced rabies protection available.PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.   | 62.00  | 36.75    | 25.25 **  |
| 11-01-24 |             | 1    | FELINE RHINO/PANLEUK/CALICI<br>Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.  | 48.00  | 32.75    | 15.25 **  |
| 11-01-24 |             | 1    | Weight Monitoring  |        |          | 0.00      |

Total charges, this invoice... 87.00

\*\*Total discount included: 517.90

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

Reminders for: **Bingo 34k24** (Weight: 4.6 lbs - 17w) Last done



# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

**Printed:** 11-27-24 at 9:48a  
**Date:** 11-04-24  
**Account:** 4417  
**Invoice:** 910583

| Date   | For           | Qty  | Description                        | Price  | Discount | Net Price |
|--|---------------|------|------------------------------------|--------|----------|-----------|
| 11-04-24   | Dunkin 46-K24 | 1    | Weight Monitoring                  |        |          | 0.00      |
| 11-04-24   |               | 1    | X-RAY-Followup Views on recheck    | 203.00 | 101.50   | 101.50 ** |
| 11-04-24   |               | 1    | OSHA Compliance Biohazards Fee     | 11.40  | 5.70     | 5.70 **   |
| 11-04-24   |               | 1    | Sedation for Imaging,i.v.catheter  | 126.00 | 63.00    | 63.00 **  |
| 11-04-24   |               | 1    | PEDICURE                           | 19.90  | 19.90    | 0.00 **   |
| 11-04-24   |               | 0.10 | -TelazolInject Control Log / ml    |        |          | 0.00      |
| 11-04-24   |               | 1    | Feline Rhino/Panleuk/Calicivirus # | 48.00  | 32.75    | 15.25 **  |
| <p>Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper,Rhinotracheitis,and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.</p> |               |      |                                    |        |          |           |
| 11-04-24   |               | 1    | Followup exam w/ Tech in 3-4 week  |        |          | 0.00      |
| 11-04-24   |               | 0.25 | Dexamethasone Inject / ml Hosp     | 40.03  | 20.01    | 20.02 **  |
| 11-04-24   |               | 0.40 | Convenia Inject / ml Hosp          | 66.40  | 33.20    | 33.20 **  |
| 11-04-24   |               | 6    | Prednisolone 5mg individual tablet | 21.23  | 20.86    | 0.37 **   |
| 11-04-24   |               | 1    | Panolog / Animax Ointment 15ml. #  | 36.00  | 21.69    | 14.31 **  |

Total charges, this invoice... 253.35

\*\*Total discount included: 318.61

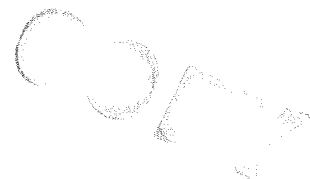
Your invoice total reflects our **13Stray Cat Accounts** discount.

| Reminders for: <b>Dunkin 46-K24</b> (Weight: 9.9 lbs - 2y) | Last done |
|--|-----------|
| 09/25 Rabies/Purevax Feline 1yr                            | 09-29-24  |
| 04/25 FECAL EXAM   | 10-01-24  |
| 12/24 Rhinotracheitis/Pan/leuk/Calic                       |           |

| Next appointment for <b>Dunkin 46-K24</b>              | Qty |
|--|-----|
| 12-02-24 <b>At:</b> 10:40a <b>With:</b> Sx-Dent-U/S-CT |     |

### Dunkin 46-K24's weight history (in lbs)

11-18-24 9.90



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

**Printed:** 11-27-24 at 9:48a  
**Date:** 11-08-24  
**Account:** 4417  
**Invoice:** 911041

| Date  | For            | Qty  | Description                        | Price | Discount | Net Price |
|---|----------------|------|------------------------------------|-------|----------|-----------|
| 11-08-24  | Edgar 51k24 wh | 1    | CONSULT / EXAM - first pup/kitten  | 88.00 | 59.00    | 29.00 **  |
| 11-08-24  |                | 1    | Pet Insurance Review               |       |          | 0.00      |
| Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans |                |      |                                    |       |          |           |
| 11-08-24  |                | 1    | Shelter euthanasia and body care f |       |          | 114.00    |
| 11-08-24  |                | 0.05 | -TelazolInject Control Log / ml    |       |          | 0.00      |
| 11-08-24  |                | 0.30 | Euthanasia - Somlethol Pent Contr  |       |          | 0.00      |
| Total charges, this invoice...  |                |      |                                    |       |          | 143.00    |
| **Total discount included: 59.00  |                |      |                                    |       |          |           |

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(845) 561-3344

**Printed:** 11-27-24 at 9:48a  
**Date:** 11-08-24  
**Account:** 4417  
**Invoice:** 911042

| Date  | For          | Qty | Description                       | Price | Discount | Net Price |
|---|--------------|-----|-----------------------------------|-------|----------|-----------|
| 11-08-24  | Karrie 50k24 | 1   | CONSULT / EXAM - first pup/kitten | 88.00 | 59.00    | 29.00 **  |
| 11-08-24  |              | 1   | Pet Insurance Review              |       |          | 0.00      |
| Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans |              |     |                                   |       |          |           |

Total charges, this invoice... 29.00

\*\*Total discount included: 59.00

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Reminders for: **Karrie 50k24** (Weight: 2.3 lbs - 7w) Last done

|       |                             |
|-------|-----------------------------|
| 04/25 | FECAL EXAM                  |
| 02/25 | Rabies/Purevax Feline 1yr   |
| 02/25 | Spay your pet at 5-6 months |
| 12/24 | FVRCP Feline #2             |

### **Karrie 50k24's weight history** (in lbs)

|          |      |
|----------|------|
| 11-20-24 | 2.30 |
| 11-08-24 | 1.70 |

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11-27-24

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**Printed:** 11-27-24 at 9:47a  
**Date:** 11-08-24  
**Account:** 4417  
**Invoice:** 911043

| Date  | For             | Qty | Description                       | Price | Discount | Net Price |
|---|-----------------|-----|-----------------------------------|-------|----------|-----------|
| 11-08-24  | Ichabod 52k24 t | 1   | CONSULT / EXAM - first pup/kitten | 88.00 | 59.00    | 29.00 **  |
| 11-08-24  |                 | 1   | Pet Insurance Review              |       |          | 0.00      |
| Please visit <a href="http://www.petinsurancereview.com">www.petinsurancereview.com</a> and <a href="http://dogtime.com">dogtime.com</a> for an independent review of all national pet health insurance plans |                 |     |                                   |       |          |           |

Total charges, this invoice... 29.00

\*\*Total discount included: 59.00

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Reminders for: **Ichabod 52k24 tan face** (Weight: 2.4 lbs - Last done)

|       |                               |
|-------|-------------------------------|
| 04/25 | FECAL EXAM                    |
| 02/25 | Rabies/Purevax Feline 1yr     |
| 02/25 | Neuter your pet at 5-6 months |
| 12/24 | FVRCP Feline #2               |

**Ichabod 52k24 tan face's weight history** (in lbs)

|          |      |
|----------|------|
| 11-20-24 | 2.40 |
| 11-08-24 | 1.50 |

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11/27/24

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

**Printed:** 11-27-24 at 9:47a  
**Date:** 11-12-24  
**Account:** 4417  
**Invoice:** 911376

| Date                           | For             | Qty | Description              | Price | Discount | Net Price |
|--------------------------------|-----------------|-----|--------------------------|-------|----------|-----------|
| 11-09-24                       | Kitten Hbc 54k2 | 1   | Shelter body care feline |       |          | 93.50     |
| Total charges, this invoice... |                 |     |                          |       |          | 93.50     |

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311

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

**Printed:** 11-27-24 at 9:46a  
**Date:** 11-12-24  
**Account:** 4417  
**Invoice:** 911438

| Date     | For          | Qty  | Description   | Price  | Discount | Net Price |
|----------|--------------|------|---|--------|----------|-----------|
| 11-12-24 | Cersei 32k24 | 1    | OHE FELINE<br>Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records. | 397.00 | 309.00   | 88.00 **  |
| 11-12-24 |              | 1    | Anesthesia- Isoflurane  | 412.00 | 412.00   | 0.00 **   |
| 11-12-24 |              | 1    | ---BloodPressureMonitoring w/anes   |        |          | 0.00      |
| 11-12-24 |              | 1    | ---PulseOximeterMonitoring w/Anes   |        |          | 0.00      |
| 11-12-24 |              | 1    | -CapnographMonitoring w/Anesthe   |        |          | 0.00      |
| 11-12-24 |              | 1    | ----Recovery in Heated Cage   |        |          | 0.00      |
| 11-12-24 |              | 1    | ----Warm Water Blanket in Surgery   |        |          | 0.00      |
| 11-12-24 |              | 0.10 | BuprenorphineSR Inject/ml in hosp   | 41.40  | 41.40    | 0.00 **   |
| 11-12-24 |              | 0.30 | Penicillin G Inject / ml (in hosp)  | 30.29  | 30.29    | 0.00 **   |
| 11-12-24 |              | 1    | Oral, Topical medication administr  | 11.40  | 11.40    | 0.00 **   |
| 11-12-24 |              | 0.06 | -TelazolInject Control Log / ml   |        |          | 0.00      |
| 11-12-24 |              | 1    | Elizabethan Collar  | 30.00  | 10.50    | 19.50 **  |
| 11-12-24 |              | 1    | PEDICURE  | 19.90  | 19.90    | 0.00 **   |
| 11-12-24 |              | 1    | FELINE RHINO/PANLEUK/CALICI<br>Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.   | 48.00  | 32.75    | 15.25 **  |
| 11-12-24 |              | 1    | Feline Low Cost Rabies Vaccine 1y   |        |          | 21.25     |
| 11-12-24 |              | 1    | Amoxicillin Drops 15ml (50mg/ml)  | 34.83  | 10.85    | 23.98 **  |

Total charges, this invoice... 167.98

\*\*Total discount included: 878.09

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

Reminders for: **Cersei 32k24** (Weight: 3.6 lbs - 5m) Last done



# INVOICE

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845 564-2660

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

**Printed:** 11-27-24 at 9:46a  
**Date:** 11-13-24  
**Account:** 4417  
**Invoice:** 911501

| Date     | For   | Qty  | Description                        | Price  | Discount | Net Price |
|----------|---|------|------------------------------------|--------|----------|-----------|
| 11-12-24 | Catelyn 28k24   | 1    | OHE FELINE                         | 397.00 | 309.00   | 88.00 **  |
|          | Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a couple of days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records. |      |                                    |        |          |           |
| 11-12-24 |   | 1    | -Isoflurane Gas Anesthesia         |        |          | 0.00      |
| 11-12-24 |   | 1    | ---PulseOximeterMonitoring w/Anes  |        |          | 0.00      |
| 11-12-24 |   | 1    | -CapnographMonitoring w/Anesthe    |        |          | 0.00      |
| 11-12-24 |   | 1    | -----Recovery in Heated Cage       |        |          | 0.00      |
| 11-12-24 |   | 0.10 | BuprenorphineSR Inject/ml in hosp  | 41.40  | 41.40    | 0.00 **   |
| 11-12-24 |   | 0.25 | Penicillin G Inject / ml (in hosp) | 30.24  | 30.24    | 0.00 **   |
| 11-12-24 |   | 1    | Oral, Topical medication administr | 11.40  | 11.40    | 0.00 **   |
| 11-12-24 |   | 0.06 | -TelazolInject Control Log / ml    |        |          | 0.00      |
| 11-12-24 |   | 1    | Elizabethan Collar                 | 30.00  | 10.50    | 19.50 **  |
| 11-12-24 |   | 1    | PEDICURE                           | 19.90  | 19.90    | 0.00 **   |
| 11-12-24 |   | 1    | Feline Rabies Vaccine / Purevax 1y | 62.00  | 40.75    | 21.25 **  |
|          | Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.   |      |                                    |        |          |           |
| 11-12-24 |   | 1    | FELINE RHINO/PANLEUK/CALICI        | 48.00  | 32.75    | 15.25 **  |
|          | Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.  |      |                                    |        |          |           |
| 11-12-24 |   | 1    | Amoxicillin Drops 15ml (50mg/ml)   | 34.83  | 10.85    | 23.98 **  |

Total charges, this invoice... 167.98

\*\*Total discount included: 506.79

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

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

**Printed:** 11-27-24 at 9:45a  
**Date:** 11-13-24  
**Account:** 4417  
**Invoice:** 911545

| Date                              | For  | Qty  | Description                        | Price  | Discount | Net Price |
|-----------------------------------|--|------|------------------------------------|--------|----------|-----------|
| 11-13-24                          | Daenerys 33k24   | 1    | NEUTER FELINE                      | 152.00 | 105.50   | 46.50 **  |
| 11-13-24                          |  | 1    | Sedation                           | 286.00 | 286.00   | 0.00 **   |
| 11-13-24                          |  | 0.10 | Buprenorphine 0.5mg Inject/ml Hos  | 36.55  | 36.55    | 0.00 **   |
| 11-13-24                          |  | 0.30 | Penicillin G Inject / ml (in hosp) | 30.29  | 30.29    | 0.00 **   |
| 11-13-24                          |  | 0.10 | -TelazolInject Control Log / ml    |        |          | 0.00      |
| 11-13-24                          |  | 1    | Feline Rabies Vaccine / Purevax 1y | 62.00  | 40.75    | 21.25 **  |
|                                   | Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.                              |      |                                    |        |          |           |
| 11-13-24                          |  | 1    | FELINE RHINO/PANLEUK/CALICI        | 48.00  | 32.75    | 15.25 **  |
|                                   | Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice. |      |                                    |        |          |           |
| 11-13-24                          |  | 1    | PEDICURE                           | 19.90  | 19.90    | 0.00 **   |
| Total charges, this invoice...    |  |      |                                    |        |          | 83.00     |
| **Total discount included: 551.74 |  |      |                                    |        |          |           |

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

| Reminders for: | Daenerys 33k24 (Weight: 5.9 lbs - 5m) | Last done |
|----------------|---------------------------------------|-----------|
| 11/25          | Feline Rhino/Panleuk/Calici I/        |           |
| 11/25          | Rabies/Purevax Feline 1yr             | 11-13-24  |
| 12/24          | FECAL EXAM                            |           |

### Doctor's Instructions

#### **Sedation**

FOOD & WATER- With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this we recommend restricting access to water for an hour or so until your pet has quieted down. Then allow only small amounts of food and water for the first eight hours. Normal feeding



# INVOICE

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(845) 561-3344

**Printed:** 11-27-24 at 9:44a  
**Date:** 11-13-24  
**Account:** 4417  
**Invoice:** 911546

| Date   | For         | Qty  | Description                        | Price  | Discount | Net Price |    |
|--|-------------|------|------------------------------------|--------|----------|-----------|----|
| 11-13-24   | Monty 36k24 | 1    | NEUTER FELINE                      | 152.00 | 105.50   | 46.50     | ** |
| 11-13-24   |             | 1    | Sedation                           | 286.00 | 286.00   | 0.00      | ** |
| 11-13-24   |             | 0.10 | Buprenorphine 0.5mg Inject/ml Hos  | 36.55  | 36.55    | 0.00      | ** |
| 11-13-24   |             | 0.30 | Penicillin G Inject / ml (in hosp) | 30.29  | 30.29    | 0.00      | ** |
| 11-13-24   |             | 0.10 | -TelazolInject Control Log / ml    |        |          | 0.00      |    |
| 11-13-24   |             | 1    | PEDICURE                           | 19.90  | 19.90    | 0.00      | ** |
| 11-13-24   |             | 1    | Feline Rabies Vaccine / Purevax 1y | 62.00  | 40.75    | 21.25     | ** |
| Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.                              |             |      |                                    |        |          |           |    |
| 11-13-24   |             | 1    | FELINE RHINO/PANLEUK/CALICI        | 48.00  | 32.75    | 15.25     | ** |
| Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice. |             |      |                                    |        |          |           |    |

Total charges, this invoice... 83.00

\*\*Total discount included: 551.74

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| Reminders for: <b>Monty 36k24</b> (Weight: 4.0 lbs - 19w) | Last done |
|---|-----------|
| 11/25 Feline Rhino/Panleuk/Calici I/                      |           |
| 11/25 Rabies/Purevax Feline 1yr                           | 11-13-24  |
| 01/25 FECAL EXAM  |           |

### Doctor's Instructions

#### **Sedation**

FOOD & WATER- With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this we recommend restricting access to water for an hour or so until your pet has quieted down. Then allow only small amounts of food and water for the first eight hours. Normal feeding

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**Printed:** 11-27-24 at 9:44a  
**Date:** 11-13-24  
**Account:** 4417  
**Invoice:** 911551

| Date     | For  | Qty | Description                        | Price  | Discount | Net Price |
|----------|--|-----|------------------------------------|--------|----------|-----------|
| 11-13-24 | Hallow 53c24   | 1   | CONSULT / EXAM - Annual Wellne     | 88.00  | 59.00    | 29.00 **  |
| 11-13-24 |  | 1   | FelV/ FIV Elisa SA260              | 148.00 | 102.50   | 45.50 **  |
| 11-13-24 |  | 1   | Feline Rabies Vaccine / Purevax 1y | 62.00  | 40.75    | 21.25 **  |
|          | Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.                              |     |                                    |        |          |           |
| 11-13-24 |  | 1   | FELINE RHINO/PANLEUK/CALICI        | 48.00  | 32.75    | 15.25 **  |
|          | Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice. |     |                                    |        |          |           |

---

Total charges, this invoice... 111.00  
\*\*Total discount included: 235.00

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

---

LIKE US ON FACEBOOK.COM!

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

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

2100  
11/27/24

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:44a  
**Date:** 11-18-24  
**Account:** 4417  
**Invoice:** 912089

| Date     | For           | Qty  | Description                     | Price  | Discount | Net Price |
|----------|---------------|------|---------------------------------|--------|----------|-----------|
| 11-18-24 | Dunkin 46-K24 | 1    | Weight Monitoring               |        |          | 0.00      |
| 11-18-24 |               | 1    | Sedation for wire exam          | 126.00 | 63.00    | 63.00 **  |
| 11-18-24 |               | 1    | CONSULT / EXAM - Followup       | 51.50  | 25.75    | 25.75 **  |
| 11-18-24 |               | 0.10 | -TelazolInject Control Log / ml |        |          | 0.00      |
| 11-18-24 |               | 1    | PEDICURE                        | 19.90  | 19.90    | 0.00 **   |

Total charges, this invoice... 88.75

\*\*Total discount included: 108.65

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

| Reminders for: <b>Dunkin 46-K24</b> (Weight: 9.9 lbs - 2y) |                                | Last done |
|--|--------------------------------|-----------|
| 09/25  | Rabies/Purevax Feline 1yr      | 09-29-24  |
| 04/25  | FECAL EXAM                     | 10-01-24  |
| 12/24  | Rhinotracheitis/Pan/leuk/Calic |           |

| Next appointment for <b>Dunkin 46-K24</b> |   | Qty |
|---|---|-----|
| 12-02-24                                  | <b>At:</b> 10:40a <b>With:</b> Sx-Dent-U/S-CT |     |

### Dunkin 46-K24's weight history (in lbs)

|          |      |
|----------|------|
| 11-18-24 | 9.90 |
| 11-04-24 | 8.80 |
| 09-28-24 | 7.70 |

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.

11/27/24

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 11-27-24 at 9:43a  
**Date:** 11-20-24  
**Account:** 4417  
**Invoice:** 912292

| Date     | For   | Qty | Description                        | Price | Discount | Net Price |
|----------|---|-----|------------------------------------|-------|----------|-----------|
| 11-20-24 | Ichabod 52k24 t   | 1   | Feline Rhino/Panleuk/Calicivirus # | 48.00 | 32.75    | 15.25 **  |
|          | Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |
| 11-20-24 | Karrie 50k24  | 1   | Feline Rhino/Panleuk/Calicivirus # | 48.00 | 32.75    | 15.25 **  |
|          | Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |

Total charges, this invoice... 30.50

\*\*Total discount included: 65.50

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

Reminders for: **Ichabod 52k24 tan face** (Weight: 2.4 lbs - Last done)

|       |                               |
|-------|-------------------------------|
| 04/25 | FECAL EXAM                    |
| 02/25 | Rabies/Purevax Feline 1yr     |
| 02/25 | Neuter your pet at 5-6 months |
| 12/24 | FVRCP Feline #2               |

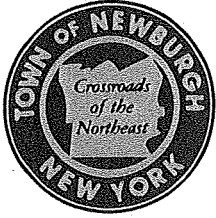
Reminders for: **Karrie 50k24** (Weight: 2.3 lbs - 7w) Last done

|       |                             |
|-------|-----------------------------|
| 04/25 | FECAL EXAM                  |
| 02/25 | Rabies/Purevax Feline 1yr   |
| 02/25 | Spay your pet at 5-6 months |
| 12/24 | FVRCP Feline #2             |

**Ichabod 52k24 tan face's weight history** (in lbs)

2100

#12A



**TOWN OF NEWBURGH**

1496 Route 300, Newburgh, New York 12550

**TOWN BOARD**

845-564-4552

Fax: 845-566-1432

**For the December 9, 2024 Town Board Meeting**

Date: December 5, 2024

From: Councilman Paul Ruggiero

To: Town Board

Re: Town of Newburgh New Salt Storage Facility

I am asking for a motion:

For MHE Engineering to perform the study and report phase for the Town of Newburgh New Salt Storage Facility in the amount of \$40,000.



**AGREEMENT FOR ENGINEERING SERVICES**

**Between**

**Town of Newburgh**

**and**

**MHE Engineering, D.P.C.**

**For Professional Services**

**Related to**

**Town of Newburgh New Salt Storage Facility  
Design and Bidding 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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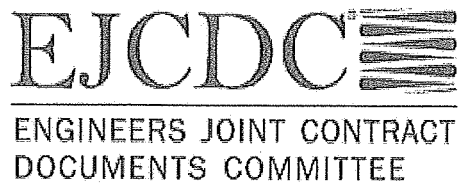
National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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

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

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# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

## TABLE OF CONTENTS

|  | Page |
|--|------|
| Article 1— Services Of Engineer.....   | 1    |
| 1.01 Scope.....  | 1    |
| Article 2— Owner’s Responsibilities .....  | 1    |
| 2.01 Project Information.....  | 1    |
| 2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents ..... | 3    |
| 2.03 Owner-Furnished Services .....  | 3    |
| 2.04 Owner’s General Responsibilities .....  | 4    |
| 2.05 Payment.....  | 5    |
| Article 3— Schedule For Rendering Services .....   | 6    |
| 3.01 Commencement .....  | 6    |
| 3.02 Time for Completion.....  | 6    |
| Article 4— Invoices And Payments .....   | 7    |
| 4.01 Invoices .....  | 7    |
| 4.02 Payments .....  | 7    |
| Article 5— Opinions Of Cost.....   | 7    |
| 5.01 Opinions of Probable Construction Cost.....   | 7    |
| 5.02 Opinions of Total Project Costs.....  | 8    |
| Article 6— General Considerations .....  | 8    |
| 6.01 Standards of Performance .....  | 8    |
| 6.02 Ownership and Use of Documents .....  | 10   |
| 6.03 Electronic Transmittals .....   | 11   |
| 6.04 Insurance.....  | 11   |
| 6.05 Suspension and Termination .....  | 13   |
| 6.06 Successors, Assigns, and Beneficiaries.....   | 14   |
| 6.07 Dispute Resolution.....   | 15   |
| 6.08 Controlling Law; Venue.....   | 15   |
| 6.09 Environmental Condition of Site.....  | 15   |
| 6.10 Indemnification and Mutual Waiver.....  | 17   |
| 6.11 Records Retention.....  | 17   |
| 6.12 Miscellaneous Provisions .....  | 18   |
| Article 7— Definitions .....   | 18   |
| 7.01 Defined Terms.....  | 18   |
| Article 8— Exhibits And Special Provisions .....   | 23   |
| 8.01 Exhibits to Agreement .....   | 23   |
| 8.02 Total Agreement .....   | 23   |
| 8.03 Designated Representatives .....  | 23   |
| 8.04 Engineer's Certifications .....   | 23   |
| 8.05 Conflict of Interest .....  | 24   |



## 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 **New Salt Storage Facility** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Preparation of design plans, specifications and bidding phase services for the Town's new salt storage facility.**

Owner and Engineer further agree as follows:

### ARTICLE 1—SERVICES OF ENGINEER

#### 1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. Engineer shall provide study & report phase services to include the submission of an Engineering Report to NYSDEC for a new salt storage facility, in accordance with Exhibit A Section 1.02.
- C. Engineer shall utilize the approved concept drawings to provide a preliminary design of the salt storage facility and project site in accordance with Exhibit A Section 1.03.
- D. Engineer shall provide final design plans and specifications to include civil, site, architectural, and structural disciplines in accordance with Exhibit A Section 1.04.
- E. Engineer shall perform Bidding Phase Services in accordance with Exhibit A Section 1.05.
- F. Engineer shall provide permitting, regulatory compliance (NYSDEC), and grant administration assistance, as required and in accordance with Exhibit A Section 2.01.A.13.
- G. **Construction Phase Services are not included in this Agreement, however, will be provided as an amendment to this Agreement upon completion of the scope provided herein.**
- H. Additional services expected include: Survey, Construction Phase Services, geotechnical, wetlands, utility coordination, assistance with funding for which is not specifically identified elsewhere in the agreement, or any other service not specifically described herein. Engineer can assist Owner in obtaining these additional services.

### ARTICLE 2—OWNER'S RESPONSIBILITIES

#### 2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
  - 1. design objectives and constraints;
  - 2. space, capacity, and performance requirements;
  - 3. flexibility and expandability needs;
  - 4. design and construction standards;

5. budgetary limitations; and
  6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. 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 Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Surveys, topographic mapping, and utility documentation.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
2. insurance and bonding requirements;
3. protocols for electronic transmittals during bidding and construction;
4. Owner's safety and security programs applicable to Contractor and other Constructors;
5. diversity and other social responsibility requirements;
6. bidding and contract requirements of funding, financing, or regulatory entities;
7. other specific conditions applicable to the procurement of construction or contract documents;
8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
  3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  - C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
  - D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
    1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
    2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
  - E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

#### 2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. 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 of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement.

Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
  - 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
  - 4. Perform or provide the following:
    - a. **None.**

## 2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 3 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

| Description of Service |  | Amount                               | Basis of Compensation  |
|------------------------|--|--------------------------------------|--|
| 1.                     | <b>Study &amp; Report Phase Services</b> (Section 1.01B)                                     | <b>\$40,000 LS</b>                   | Lump Sum (Exhibit J Packet BC-1)                             |
| 2.                     | <b>Design Phase Services</b> (Section 1.01C & 1.01D)   | <b>7.5%</b><br>of Construction Costs | Percentage of Construction Costs (Exhibit J Packet BC-3)     |
| 3.                     | <b>Bidding Phase Services</b> (Section 1.01E)  | <b>\$17,000 LS</b>                   | Lump Sum (Exhibit J Packet BC-1)                             |
| 4.                     | <b>Permitting, Grant Administration and Regulatory Compliance Assistance</b> (Section 1.01F) | <b>\$35,000</b><br>Hourly Estimated  | Hourly at Salary Cost times a Factor (Exhibit J Packet AS-3) |
| 5.                     | Additional Services (Article 2 of Exhibit A)   |                                      | Hourly at Salary Cost times a Factor (Exhibit J Packet AS-3) |

Based on a 12-month continuous construction period.

*\*Client's acceptance of funding many times requires plans, specifications, and contract documents to meet specific standards of the funding agency. These standards are typically above and beyond what can be considered standard and customary for projects using clients General Funds. Client resolves that additional services are required by the Engineer to meet these standards, which will be tracked and billed on an hourly basis.*

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

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

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

## ARTICLE 4—INVOICES AND PAYMENTS

### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: 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, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
  - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

## ARTICLE 5—OPINIONS OF COST

### 5.01 Opinions of Probable Construction Cost

- A. 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.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

**ARTICLE 6—GENERAL CONSIDERATIONS**

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.



- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. 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 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.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising 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.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- P. Non-Direction of Asbestos Consultant
  - 1. Should it become necessary for Owner to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE

provides to Owner in identifying the Asbestos Consultant, it is the Owner and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

2. As requested by Owner, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner 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.

## 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
  1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
  2. Engineer grants Owner a limited license to use the 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 relating to preparation of the Documents, and subject to the following limitations:
    - a. 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;
    - b. 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;
    - c. 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
    - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of

intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

#### 6.03 Electronic Transmittals

- A. To the fullest extent practical, 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 Exhibit F, Electronic Documents Protocol (EDP).
  - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
  - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

#### 6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
  - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
  - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
  4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
  - D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
  - E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
    1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
  - F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
  - G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
  - H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.05 Suspension and Termination

### A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
  - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
  - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
  - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

### B. 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 6.05.B.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 6.05.B.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; or
  - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
  - D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
  - E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
    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 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 Exhibit J.

#### 6.06 Successors, Assigns, and Beneficiaries

- A. 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 6.06.B 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.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or 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.
- C. Unless expressly provided otherwise in this Agreement:

1. 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.
2. Nothing in this Agreement will 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.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

#### 6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
  1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
  2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
  3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
    - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
    - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

#### 6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

- pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
  3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
  2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.



## 6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
  2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer 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. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

## 6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five 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.

#### 6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

### ARTICLE 7—DEFINITIONS

#### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, 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.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer’s Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any

Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all

materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

### 8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deleted.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Deleted.
- E. Exhibit E, Deleted.
- F. Exhibit F, Deleted.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

### 8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

### 8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

### 8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

#### 8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
  1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
  2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.



This Agreement's Effective Date is \_\_\_\_\_.

Owner:

Town of Newburgh

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Gilbert Piaquadio

(typed or printed)

Title: Town Supervisor

(typed or printed)

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Michael J. Lamoreaux, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Address for giving notices:

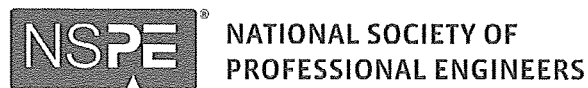
33 Airport Center Drive

Suite 202

New Windsor, NY 12553

**EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared By



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# EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

## TABLE OF CONTENTS

EXHIBIT A—ENGINEER’S SERVICES

EXHIBIT B - DELETED.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

EXHIBIT D—DELETED.

EXHIBIT E—DELETED.

EXHIBIT F—DELETED.

EXHIBIT F—DELETED.

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION

EXHIBIT I—LIMITATIONS OF LIABILITY

EXHIBIT J - PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

COMPENSATION PACKET BC-3: PERCENTAGE OF CONSTRUCTION COST

COMPENSATION PACKET AS-3: ADDITIONAL SERVICES - SALARY COST TIMES A FACTOR

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

**EXHIBIT A—ENGINEER’S SERVICES**

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**Exhibit A Table of Contents**

Article 1— BASIC SERVICES .....2

    1.01 Management of Engineering Services.....2

    1.02 Study & Report Phase.....2

    1.03 Preliminary Design Phase .....5

    1.04 Final Design Phase .....8

    1.05 Bidding/Proposal Phase.....11

    1.06 Construction Phase.....12

    1.07 Post-Construction Phase .....12

Article 2— ADDITIONAL SERVICES .....13

    2.01 Additional Services Not Requiring Owner’s Written Authorization.....13

    2.02 Additional Services Requiring Owner’s Written Authorization.....15

## ARTICLE 1—BASIC SERVICES

### 1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
    - a. be consistent with and serve as a supplement to the Schedule of Deliverables.
    - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
  2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
  3. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services.
  4. Conduct ongoing management tasks, including:
    - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
    - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution; and
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings using AutoCAD 2023 (or later) software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be MHE standard specifications, unless otherwise mutually agreed upon by the parties.

### 1.02 Study and Report Phase

- A. Engineer shall:
1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
    - 1) Engineer will provide up to three (3) potential solutions with accompanying Opinion of Cost.
  2. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
  3. Visit the Site, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

4. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
8. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
9. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Project Strategies, Technologies, and Techniques."
10. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
11. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
12. Utilities, including Underground Facilities
  - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
  - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.

- c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
  - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
  - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
    - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
13. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
14. If requested by the Owner, prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).
- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
  - b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.
15. Perform or provide the following other Study and Report Phase tasks or deliverables:
- a. Report with concept schematics of building and site development.
16. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
17. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.



- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

### 1.03 Preliminary Design Phase

- A. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
3. The Preliminary Design Phase will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
  - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements.
  - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
  - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
  - d. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
  - e. Revised opinions of probable Construction Cost.
  - f. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;
  - g. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
  - h. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

- i. Other matters and information pertinent to addressing the Project Goals.
4. In preparing the Preliminary Design Phase, use any specific applicable Project Strategies, Technologies, and Techniques, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
5. Visit the Site as needed to prepare the Preliminary Design Phase. Participate in one (1) presentation meeting. **Additional Meetings will be considered Additional Services.**
6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
7. Above-Ground Utilities
  - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
  - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
  - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
8. Underground Facilities
  - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
  - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
  - c. Use the Underground Facilities Procedure to aid in the performance of design services:
    - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
    - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
    - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
9. Mitigation of Utilities Conflicts

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Exhibit A—Engineer's Services.

- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
  - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
  - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
    - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.
10. Surveys, Topographic Mapping, and Utility Documentation
- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
  - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
11. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
12. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.
13. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during

construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
  - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
14. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
15. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
- a. None
16. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
17. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### 1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss,

resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is two (2). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
  2. If more than two (2) prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
  3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than two (2) prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
1. First Final Design Phase draft of all Drawings and Specifications.
  2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
  3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying

- methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the Engineer provided Construction Documents (to be reviewed by Owner's Legal Counsel), and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
  2. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
  2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site a maximum of two (2) occasions to assist in preparing the final Drawings and Specifications. Participate in one (1) presentation meeting. **Additional Meetings shall be considered under Additional Services.**
  2. Assist with applications for permits and approvals, as follows:
    - a. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
    - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
    - c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
    - d. Engineer does not guarantee issuance of any required permit or approval.
    - e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
  4. Advise Owner on the need for a professionally prepared Cost Estimate.
  5. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of 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.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
  8. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
    - a. As required and scheduled by Owner and Engineer.
  9. Perform or provide the following other Final Design Phase activities or deliverables:
    - a. None
- G. Engineer shall complete the Final Design Phase as follows:
1. Furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
  2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
  3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

#### 1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
  - a. None
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.
11. Re-bid of any of the multiple prime contracts will be considered additional services. Any service provided beyond the initial receiving of bids will be considered additional services.

1.06 Construction Phase – Deleted.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
  1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in



consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
    - a. None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

## **ARTICLE 2—ADDITIONAL SERVICES**

### **2.01 Additional Services Not Requiring Owner's Written Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
  2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
    - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
    - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
    - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
    - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.
13. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, other form of funding, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

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Exhibit A—Engineer's Services.

## 2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
  2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
  3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
    - b. detailed consideration of operations, maintenance, and overhead expenses;
    - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    - d. preparation of appraisals;
    - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
    - f. detailed quantity surveys of materials, equipment, and labor; and
    - g. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
9. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
16. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
17. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

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Exhibit A—Engineer's Services.

18. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
19. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
20. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
21. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
22. Preparation of operation, maintenance, and staffing manuals.
23. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
24. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
25. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
26. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
27. Overtime work requiring higher than regular rates.
28. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
30. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
31. Geotechnical Engineering services and soil borings.
32. Environmental studies, reviews wetland delineation, archeological studies and other studies and / or requirements of agencies, funding sources, or other authorities.
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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Exhibit A—Engineer's Services.

Exhibits to EJDC® E-500, Agreement between Owner and Engineer for Professional Services.  
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**EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT - SAMPLE**

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

Amendment No. **[Enter Amendment Number]**

Owner: **Town of Newburgh**  
Engineer: **MHE Engineering, D.P.C.**  
Project: **Town of Newburgh New Salt Storage Facility**  
Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Agreement Summary:

Original agreement amount: \$  
Net change for prior amendments: \$  
This amendment amount: \$  
Adjusted Agreement amount: \$  
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner  
\_\_\_\_\_  
(typed or printed name of organization)  
By: \_\_\_\_\_  
(individual's signature)  
(Attach evidence of authority to sign.)  
Date: \_\_\_\_\_  
(date signed)  
Name: \_\_\_\_\_  
(typed or printed)  
Title: \_\_\_\_\_  
(typed or printed)

Engineer  
\_\_\_\_\_  
(typed or printed name of organization)  
By: \_\_\_\_\_  
(individual's signature)  
(Attach evidence of authority to sign.)  
Date: \_\_\_\_\_  
(date signed)  
Name: \_\_\_\_\_  
(typed or printed)  
Title: \_\_\_\_\_  
(typed or printed)

## EXHIBIT G—INSURANCE

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### ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

#### 1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

| Coverage  | Policy limits of not less than: |
|---|---------------------------------|
| <b>Workers' Compensation</b>                              |                                 |
|   | Statutory                       |
| <b>Employer's Liability</b>                               |                                 |
| Each accident   | \$1,000,000                     |
| Disease - Each employee                                   | \$1,000,000                     |
| Disease - Policy limit                                    | \$1,000,000                     |
| <b>Commercial General Liability</b>                       |                                 |
| Each Occurrence   | \$1,000,000                     |
| General Aggregate   | \$2,000,000                     |
| Personal and Advertising Injury                           | \$1,000,000                     |
| Products – Comp/OP AGG                                    | \$2,000,000                     |
| Damage to Rented Premises (Ea Occurrence)                 | \$1,000,000                     |
| Medical Expenses (Any one Person)                         | \$10,000                        |
| <b>Automobile Liability</b>                               |                                 |
| Combined Single Limit                                     |                                 |
| Combined Single Limit (Bodily Injury and Property Damage) | \$1,000,000                     |
| <b>Excess or Umbrella Liability</b>                       |                                 |
| Each Occurrence   | \$4,000,000                     |
| General Aggregate   | \$4,000,000                     |
| <b>Professional Liability</b>                             |                                 |
| Each Claim  | \$5,000,000                     |
| General Aggregate   | \$5,000,000                     |

## 1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:
- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.



## EXHIBIT H—DISPUTE RESOLUTION

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### ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

#### 1.01 Arbitration

- A. Method for Resolution of Disputes: All Disputes between Owner and Engineer that have not been resolved by negotiations or mediation will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Exhibit H Paragraph 1.01). This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. Arbitration Provisions
  - 1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the selected arbitration administrator. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  - 2. The arbitrator(s) must be licensed engineers, architects, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Agreement. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
  - 3. If the applicable arbitration rules require a preliminary mediation, but the parties have already participated in mediation with respect to the Dispute, then the second mediation is not required.
  - 4. The rules of any arbitration must be supplemented to include the following: The award rendered by the arbitrators must be in writing, and include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  - 5. The award rendered by the arbitrators will be consistent with this Agreement and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  - 6. The arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Agreement expressly permits them to do so.
  - 7. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver

by that party of the right to present evidence or cross-examine witness. In such event, the other party will be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

8. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.
9. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner, Subconsultants to the Engineer, or Engineer's Subcontractors (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Exhibit H Paragraph 1.01 nor in the provision of such contract consenting to joinder will create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

## **EXHIBIT I—LIMITATIONS OF LIABILITY**

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### **ARTICLE 1—LIMITATIONS OF LIABILITY**

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) :

#### **1.01 Limitation of Engineer's Liability**

- A. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
  1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

### COMPENSATION PACKET BC-1: LUMP SUM

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#### ARTICLE 2—COMPENSATION PACKET BC-1:—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

- 2.01 Compensation for services (other than Grant Administration) Lump Sum Method of Payment
- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Grant Administration) as follows:
1. **Lump Sum in accordance with Agreement Article 2 Section 2.05 "Payment".**
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
  3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges).
  5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **12-months**. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted with concurrence of the Owner and Agency

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**  
**COMPENSATION PACKET BC-3: BASIC SERVICES—PERCENTAGE OF CONSTRUCTION COST**

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**ARTICLE 3—COMPENSATION PACKET BC-3: BASIC SERVICES—PERCENTAGE OF CONSTRUCTION COST**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

- 3.01 Compensation for Design Phase Services—Percentage of Construction Cost Method of Payment
- A. Owner shall pay Engineer for Design Phase Services (Agreement Section 1.01C & 1.01D) (except for Study & Report Phase, Bidding Phase, and Grant Administration) as follows:
1. Percentage of Construction Cost: An amount equal to **7.5%** of the Construction Cost. This amount includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
  2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
    - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
    - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
    - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.
    - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
    - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
  3. Reimbursable Expenses: In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for Reimbursable Expenses (see Appendix 1 for rates or charges)
  4. Progress Payments
    - a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any

Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

- a. Preliminary Design Phase 4% of Construction Cost
- b. Final Design Phase 3.5% of Construction Cost

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner.

## EXHIBIT J—PAYMENTS TO ENGINEER FOR HOURLY SERVICES AND REIMBURSABLE EXPENSES

### COMPENSATION PACKET AS-3: ADDITIONAL SERVICES—SALARY COSTS TIMES A FACTOR

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#### ARTICLE 3—COMPENSATION PACKET AS-3: ADDITIONAL SERVICES—SALARY COSTS TIMES A FACTOR

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Section 1.01F of the Agreement and Additional Services—Salary Costs Times a Factor Method of Payment

A. Owner shall pay Engineer for Hourly Additional Services as follows:

1. For services of Engineer's personnel engaged directly in providing Additional Services, except for services as a consultant or witness (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by such personnel for Additional Services times the Engineer's applicable Salary Costs times a factor of **2.7**, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable thereto their customary and statutory benefits are equal to a factor of **1.2**.
2. Such Reimbursable Expenses, to the extent Additional Services-related, include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services, the latter multiplied by a factor of **1.2**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the Additional Services-related charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.2**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. 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 for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.



## **EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**

### **APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE**

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

#12B



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

### MEMORANDUM

TO: Gilbert Piaquadio, Supervisor and Town Board  
FROM: Patrick J. Hines, MHE Representative, Engineers for the Town  
DATE: 6 December 2024  
RE: Dirrago Solar (PB #2019-24) Stormwater Securities

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The applicant's representative has prepared a cost estimate for stormwater improvements on the subject property. A cost estimate in the amount of \$1,002,916.00 has been prepared for improvements associated with the stormwater improvements for the solar project. The cost estimate utilizes MHE standard cost estimating template. Based on the above, the Town Board should establish securities in the amount of \$1,002,916 a inspection fee in compliance with Town Code is required to be posted. A 4% inspection fee in the amount of \$40,116.64 must be posted by the applicant.

I am available to discuss this further should you have any questions or require additional information.

Patrick J. Hines

Cc: John P. Ewasutyn, Chairman  
Jerry Canfield, Code Compliance Supervisor  
Ron Clum, Town Account  
Michael W. Weeks, P.E., MHE

Project Name:  
 Planning Board No.:

Municipality:  
 Date:

**PUBLIC IMPROVEMENT UNIT PRICES**  
 (Interim Update Dec. 2018)

| Description                           | Unit | Unit Cost    | Total    |               | Completed Quantity | Completed Cost | Remaining Cost |
|---------------------------------------|------|--------------|----------|---------------|--------------------|----------------|----------------|
|                                       |      |              | Quantity | Total Cost    |                    |                |                |
| <b>Roadway and Parking Lot</b>        |      |              |          |               |                    |                |                |
| Grade Subgrade in ROW                 | SY   | \$ 1.20      |          | \$ -          |                    | \$ -           |                |
| Cut and Chip Trees                    | AC   | \$ 8,820.50  |          | \$ -          |                    | \$ -           |                |
| Stump removal and disposal            | AC   | \$ 15,580.00 | 21       | \$ 327,180.00 |                    | \$ -           | \$ 327,180.00  |
| Erosion Control                       | AC   | \$ 10,950.00 | 21       | \$ 229,950.00 |                    | \$ -           | \$ 229,950.00  |
| Silt Fence                            | LF   | \$ 15.00     | 8930     | \$ 133,950.00 |                    | \$ -           | \$ 133,950.00  |
| Roadway Subbase                       | CY   | \$ 62.40     |          | \$ -          |                    | \$ -           |                |
| Roadway Subbase (8" Course)           | SY   | \$ 14.40     |          | \$ -          |                    | \$ -           |                |
| Roadway Subbase (12" Course)          | SY   | \$ 21.00     | 9756     | \$ 204,876.00 |                    | \$ -           | \$ 204,876.00  |
| Roadway Subbase (15" Course)          | SY   | \$ 25.90     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement                      | TN   | \$ 183.20    |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (1.5" top)           | SY   | \$ 16.10     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (2" top)             | SY   | \$ 20.75     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (3" course)          | SY   | \$ 31.00     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (3.5" course)        | SY   | \$ 36.25     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (4" course)          | SY   | \$ 42.00     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (5" course)          | SY   | \$ 51.75     |          | \$ -          |                    | \$ -           |                |
| Asphalt Pavement (intensive handwork) | TN   | \$ 285.25    |          | \$ -          |                    | \$ -           |                |
| Tack Coat                             | SY   | \$ 1.00      |          | \$ -          |                    | \$ -           |                |
| Double Surface Treatment              | SY   | \$ 11.00     |          | \$ -          |                    | \$ -           |                |
| Roadway ROW Topsoil (6") & Seeding    | SY   | \$ 17.55     |          | \$ -          |                    | \$ -           |                |
| Concrete Monuments                    | EA   | \$ 196.75    |          | \$ -          |                    | \$ -           |                |
| Roadway As-Builts (50' Wide)          | LF   | \$ 1.50      |          | \$ -          |                    | \$ -           |                |
| Street Signs (Traffic Control)        | EA   | \$ 305.35    |          | \$ -          |                    | \$ -           |                |
| Street ID                             | EA   | \$ 340.00    |          | \$ -          |                    | \$ -           |                |
| Concrete Curbing                      | LF   | \$ 50.00     |          | \$ -          |                    | \$ -           |                |
| Concrete Sidewalk up to 1000 SY       | SY   | \$ 115.00    |          | \$ -          |                    | \$ -           |                |

Project Name:  
 Planning Board No.:

Municipality:  
 Date:

**PUBLIC IMPROVEMENT UNIT PRICES**  
 (Interim Update Dec 2018)

| Description                                 | Unit | Unit Cost   | Total    |             | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------|-------------|--------------------|----------------|----------------|
|   |      |             | Quantity | Total Cost  |                    |                |                |
| Concrete Sidewalk >1000 SY                  | SY   | \$ 80.00    |          |             |                    |                |                |
| Concrete Sidewalk (4' Wide)                 | LF   | \$ 52.00    |          |             |                    |                |                |
| Concrete Sidewalk (5' Wide)                 | LF   | \$ 63.85    |          |             |                    |                |                |
| Street Trees (2.5" Cal; w/ frame and grate) | EA   | \$ 1,700.00 |          |             |                    |                |                |
| Street Trees (2.5" Cal)                     | EA   | \$ 770.00   |          |             |                    |                |                |
| Street Lights (std. luminair, w/g feed)     | EA   | \$ 9,200.00 |          |             |                    |                |                |
| Guide Rail (W-Beam)                         | LF   | \$ 67.90    |          |             |                    |                |                |
| Guide Rail (Box Beam)                       | LF   | \$ 95.00    |          |             |                    |                |                |
| End Section (W-Beam, W/rap)                 | EA   | \$ 1,208.00 |          |             |                    |                |                |
| End Section (W-Beam, Concrete Anchor)       | EA   | \$ 3,000.00 |          |             |                    |                |                |
| Modular Block Retaining Wall (upto 6' High) | SF   | \$ 55.00    |          |             |                    |                |                |
| Modular Block Retaining Wall (over 6' High) | SF   | \$ 65.00    |          |             |                    |                |                |
| Concrete Retaining Wall (upto 6' High)      | CY   | \$ 950.00   |          |             |                    |                |                |
| Concrete Retaining Wall (over 6' High)      | CY   | \$ 1,155.75 |          |             |                    |                |                |
| <b>Drainage</b>                             |      |             |          |             |                    |                |                |
| Catch Basin (Standard Depth)                | EA   | \$ 4,888.00 |          |             |                    |                |                |
| Stormwater Manhole (Standard Depth)         | EA   | \$ 5,428.00 |          |             |                    |                |                |
| Connection to Existing Catch Basin          | EA   | \$ 1,360.00 | 1        | \$ 1,360.00 |                    |                |                |
| Stormwater Pipe (HDPE - 15")                | LF   | \$ 100.00   | 50       | \$ 5,000.00 |                    |                |                |
| Stormwater Pipe (HDPE - 18")                | LF   | \$ 92.00    |          |             |                    |                |                |
| Stormwater Pipe (HDPE - 24")                | LF   | \$ 101.75   |          |             |                    |                |                |
| Stormwater Pipe (HDPE - 30")                | LF   | \$ 122.00   |          |             |                    |                |                |
| Stormwater Pipe (HDPE - 36")                | LF   | \$ 143.00   |          |             |                    |                |                |
| Stormwater Pipe (HDPE - 48")                | LF   | \$ 190.00   |          |             |                    |                |                |
| End Section (HDPE)                          | EA   | \$ 815.00   |          |             |                    |                |                |
| Stormwater Pipe (RCP - 15")                 | LF   | \$ 81.75    |          |             |                    |                |                |
| Stormwater Pipe (RCP - 18")                 | LF   | \$ 92.00    |          |             |                    |                |                |
| Stormwater Pipe (RCP - 24")                 | LF   | \$ 101.75   |          |             |                    |                |                |
| Stormwater Pipe (RCP - 30")                 | LF   | \$ 162.75   |          |             |                    |                |                |
| Stormwater Pipe (RCP - 36")                 | LF   | \$ 203.50   |          |             |                    |                |                |
| Stormwater Pipe (RCP - 48")                 | LF   | \$ 291.50   |          |             |                    |                |                |

1,360.00  
 5,000.00

Project Name:  
 Planning Board No.:

Municipality:  
 Date:

**PUBLIC IMPROVEMENT UNIT PRICES**  
 (Interim Update Dec. 2018)

| Description                                | Unit | Unit Cost    | Total    |              | Completed Quantity | Completed Cost | Remaining Cost |
|--|------|--------------|----------|--------------|--------------------|----------------|----------------|
|  |      |              | Quantity | Total Cost   |                    |                |                |
| End Section (RCP)                          | EA   | \$ 1,020.00  |          | \$ -         |                    | \$ -           |                |
| Concrete Headwall                          | EA   | \$ 8,280.00  |          | \$ -         |                    | \$ -           |                |
| Rip Rap Drainage Channel                   | CY   | \$ 120.00    |          | \$ -         |                    | \$ -           |                |
| Non-lined Drainage Channel                 | LF   | \$ 16.40     |          | \$ -         |                    | \$ -           |                |
| Preformed Pipe/Stone Underdrain            | LF   | \$ 35.40     |          | \$ -         |                    | \$ -           |                |
| Concrete Box Culvert (6'x4') w/wingwalls   | LF   | \$ 3,122.00  |          | \$ -         |                    | \$ -           |                |
| Concrete Box Culvert (3'x3'), w/wingwalls  | LF   | \$ 2,445.00  |          | \$ -         |                    | \$ -           |                |
| Level Spreaders                            | LF   | \$ 30.00     | 1970     | \$ 59,100.00 |                    | \$ -           | \$ 59,100.00   |
| Grading ditch on west property line        | LF   | \$ 100.00    | 415      | \$ 41,500.00 |                    | \$ -           | \$ 41,500.00   |
| <b>Water</b>                               |      |              |          |              |                    |                |                |
| Watermain (DI - 8")                        | LF   | \$ 110.00    |          | \$ -         |                    | \$ -           |                |
| Gate Valve (8")                            | EA   | \$ 2,300.00  |          | \$ -         |                    | \$ -           |                |
| Tapping Sleeve and Valve (8")              | EA   | \$ 8,165.00  |          | \$ -         |                    | \$ -           |                |
| Watermain (DI - 12")                       | LF   | \$ 135.00    |          | \$ -         |                    | \$ -           |                |
| Gate Valve (12")                           | EA   | \$ 6,960.00  |          | \$ -         |                    | \$ -           |                |
| Tapping Sleeve and Valve (12")             | EA   | \$ 10,178.00 |          | \$ -         |                    | \$ -           |                |
| Hydrant Assembly                           | EA   | \$ 7,800.00  |          | \$ -         |                    | \$ -           |                |
| House service (w/out licensed plumber)     | EA   | \$ 2,715.00  |          | \$ -         |                    | \$ -           |                |
| Air relief Valve & Vault                   | EA   | \$ 10,800.00 |          | \$ -         |                    | \$ -           |                |
| Pressure Reducing Valve & Vault            | EA   | \$ 14,258.50 |          | \$ -         |                    | \$ -           |                |
| Watermain Offset (8")                      | EA   | \$ 6,785.00  |          | \$ -         |                    | \$ -           |                |
| Line Stop and Gate Valve installation (8") | EA   | \$ 12,215.00 |          | \$ -         |                    | \$ -           |                |
| Insertion Valve (8")                       | EA   | \$ 14,950.00 |          | \$ -         |                    | \$ -           |                |
| 6" C900 PVC                                | LF   | \$ 75.00     |          | \$ -         |                    | \$ -           |                |
| 6" Gate Valve                              | EA   | \$ 1,800.00  |          | \$ -         |                    | \$ -           |                |
| <b>Sewer</b>                               |      |              |          |              |                    |                |                |
| Sewer Main (Strd Depth, PVC - 8")          | LF   | \$ 92.00     |          | \$ -         |                    | \$ -           |                |
| Sewer Main (Strd Depth, PVC - 12")         | LF   | \$ 114.00    |          | \$ -         |                    | \$ -           |                |
| Sewer PVC Force Main                       | LF   | \$ 92.00     |          | \$ -         |                    | \$ -           |                |
| Sewer Manholes (Standard Depth)            | EA   | \$ 5,430.00  |          | \$ -         |                    | \$ -           |                |



#12C



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

### MEMORANDUM

TO: Gilbert Piaquadio, Supervisor and Town Board  
FROM: Patrick J. Hines, MHE Representative, Engineers for the Town  
DATE: 6 December 2024  
RE: Dirrago Solar (PB #2019-24) Landscape Security

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The applicant's representative have submitted a landscape cost estimate in the amount of \$210,663.00 the Planning Board approval resolution requires the submission of landscape securities and inspection fees. Approval of the landscape security amount requires Town Board action. Based on the above, we would recommend the Town Board establish a landscape security in the amount of \$210,663.00. A landscape inspection fee in accordance with Town Code is also required. A landscape inspection fee of \$4,000.00 must be provided by the applicant for construction related review of the landscape plantings.

I am available to discuss this matter further.

Patrick J. Hines

Cc: John P. Ewasutyn, Chairman  
Jerry Canfield, Code Compliance Supervisor  
Ron Clum, Town Accountant  
Michael W. Weeks, P.E., MHE

Project Name:  
 Planning Board No.:

Municipality:  
 Date:

**PUBLIC IMPROVEMENT UNIT PRICES**  
**(Interim Update Dec. 2018)**

| Description  | Unit | Unit Cost    | Total Quantity | Total Cost    | Completed Quantity | Completed Cost | Remaining Cost |
|--|------|--------------|----------------|---------------|--------------------|----------------|----------------|
| <b><u>Roadway and Parking Lot</u></b>                |      |              |                |               |                    |                |                |
| Grade Subgrade in ROW                                | SY   | \$ 1.20      | -              | \$ -          | -                  | \$ -           | -              |
| Cut and Chip Trees                                   | AC   | \$ 8,820.50  | -              | \$ -          | -                  | \$ -           | -              |
| Stump removal and disposal                           | AC   | \$ 15,580.00 | 21             | \$ 327,180.00 | -                  | \$ -           | \$ 327,180.00  |
| Erosion Control                                      | AC   | \$ 10,950.00 | 21             | \$ 229,950.00 | -                  | \$ -           | \$ 229,950.00  |
| Silt Fence   | LF   | \$ 15.00     | 8930           | \$ 133,950.00 | -                  | \$ -           | \$ 133,950.00  |
| <b><u>Roadway Subbase</u></b>                        |      |              |                |               |                    |                |                |
| Roadway Subbase (8" Course)                          | CY   | \$ 62.40     | -              | \$ -          | -                  | \$ -           | -              |
| Roadway Subbase (12" Course)                         | SY   | \$ 14.40     | -              | \$ -          | -                  | \$ -           | -              |
| Roadway Subbase (15" Course)                         | SY   | \$ 21.00     | 9756           | \$ 204,876.00 | -                  | \$ -           | \$ 204,876.00  |
| Roadway Subbase (15" Course)                         | SY   | \$ 25.90     | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Asphalt Pavement</u></b>                       |      |              |                |               |                    |                |                |
| Asphalt Pavement (1.5" top)                          | TN   | \$ 183.20    | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (2" top)                            | SY   | \$ 16.10     | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (3" course)                         | SY   | \$ 20.75     | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (3.5" course)                       | SY   | \$ 31.00     | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (4" course)                         | SY   | \$ 36.25     | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (4" course)                         | SY   | \$ 42.00     | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (5" course)                         | SY   | \$ 51.75     | -              | \$ -          | -                  | \$ -           | -              |
| Asphalt Pavement (intensive handwork)                | TN   | \$ 285.25    | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Tack Coat</u></b>                              |      |              |                |               |                    |                |                |
| Tack Coat  | SY   | \$ 1.00      | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Double Surface Treatment</u></b>               |      |              |                |               |                    |                |                |
| Double Surface Treatment                             | SY   | \$ 11.00     | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Roadway ROW Topsoil (6") &amp; Seeding</u></b> |      |              |                |               |                    |                |                |
| Roadway ROW Topsoil (6") & Seeding                   | SY   | \$ 17.55     | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Concrete Monuments</u></b>                     |      |              |                |               |                    |                |                |
| Concrete Monuments                                   | EA   | \$ 196.75    | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Roadway As-Builts (50' Wide)</u></b>           |      |              |                |               |                    |                |                |
| Roadway As-Builts (50' Wide)                         | LF   | \$ 1.50      | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Street Signs (Traffic Control)</u></b>         |      |              |                |               |                    |                |                |
| Street Signs (Traffic Control)                       | EA   | \$ 305.35    | -              | \$ -          | -                  | \$ -           | -              |
| Street ID  | EA   | \$ 340.00    | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Concrete Curbing</u></b>                       |      |              |                |               |                    |                |                |
| Concrete Curbing                                     | LF   | \$ 50.00     | -              | \$ -          | -                  | \$ -           | -              |
| <b><u>Concrete Sidewalk up to 1000 SY</u></b>        |      |              |                |               |                    |                |                |
| Concrete Sidewalk up to 1000 SY                      | SY   | \$ 115.00    | -              | \$ -          | -                  | \$ -           | -              |



Project Name:  
Planning Board No.:

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**PUBLIC IMPROVEMENT UNIT PRICES**  
**(Interim Update Dec. 2018)**

| Description                                 | Unit | Unit Cost   | Total Quantity | Total Cost  | Completed Quantity | Completed Cost | Remaining Cost |
|---|------|-------------|----------------|-------------|--------------------|----------------|----------------|
| Concrete Sidewalk >1000 SY                  | SY   | \$ 80.00    | -              | -           | -                  | \$ -           | \$ -           |
| Concrete Sidewalk (4' Wide)                 | LF   | \$ 52.00    | -              | -           | -                  | \$ -           | \$ -           |
| Concrete Sidewalk (5' Wide)                 | LF   | \$ 63.85    | -              | -           | -                  | \$ -           | \$ -           |
| Street Trees (2.5" Cal; w/ frame and grate) | EA   | \$ 1,700.00 | -              | -           | -                  | \$ -           | \$ -           |
| Street Trees (2.5" Cal)                     | EA   | \$ 770.00   | -              | -           | -                  | \$ -           | \$ -           |
| Street Lights (std. luminair, u/g feed)     | EA   | \$ 9,200.00 | -              | -           | -                  | \$ -           | \$ -           |
| Guide Rail (W-Beam)                         | LF   | \$ 67.90    | -              | -           | -                  | \$ -           | \$ -           |
| Guide Rail (Box Beam)                       | LF   | \$ 95.00    | -              | -           | -                  | \$ -           | \$ -           |
| End Section (W-Beam, Wrap)                  | EA   | \$ 1,208.00 | -              | -           | -                  | \$ -           | \$ -           |
| End Section (W-Beam, Concrete Anchor)       | EA   | \$ 3,000.00 | -              | -           | -                  | \$ -           | \$ -           |
| Modular Block Retaining Wall (upto 6' High) | SF   | \$ 55.00    | -              | -           | -                  | \$ -           | \$ -           |
| Modular Block Retaining Wall (over 6' High) | SF   | \$ 65.00    | -              | -           | -                  | \$ -           | \$ -           |
| Concrete Retaining Wall (upto 6' High)      | CY   | \$ 950.00   | -              | -           | -                  | \$ -           | \$ -           |
| Concrete Retaining Wall (over 6' High)      | CY   | \$ 1,155.75 | -              | -           | -                  | \$ -           | \$ -           |
| <b><u>Drainage</u></b>                      |      |             |                |             |                    |                |                |
| Catch Basin (Standard Depth)                | EA   | \$ 4,888.00 | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Manhole (Standard Depth)         | EA   | \$ 5,428.00 | -              | -           | -                  | \$ -           | \$ -           |
| Connection to Existing Catch Basin          | EA   | \$ 1,360.00 | 1              | \$ 1,360.00 | -                  | \$ -           | \$ 1,360.00    |
| Stormwater Pipe (HDPE - 15")                | LF   | \$ 100.00   | 50             | \$ 5,000.00 | -                  | \$ -           | \$ 5,000.00    |
| Stormwater Pipe (HDPE - 18")                | LF   | \$ 92.00    | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (HDPE - 24")                | LF   | \$ 101.75   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (HDPE - 30")                | LF   | \$ 122.00   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (HDPE - 36")                | LF   | \$ 143.00   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (HDPE - 48")                | LF   | \$ 190.00   | -              | -           | -                  | \$ -           | \$ -           |
| End Section (HDPE)                          | EA   | \$ 815.00   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (RCP - 15")                 | LF   | \$ 81.75    | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (RCP - 18")                 | LF   | \$ 92.00    | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (RCP - 24")                 | LF   | \$ 101.75   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (RCP - 30")                 | LF   | \$ 162.75   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (RCP - 36")                 | LF   | \$ 203.50   | -              | -           | -                  | \$ -           | \$ -           |
| Stormwater Pipe (RCP - 48")                 | LF   | \$ 291.50   | -              | -           | -                  | \$ -           | \$ -           |

Project Name:  
Planning Board No.:

Municipality:  
Date:

**PUBLIC IMPROVEMENT UNIT PRICES**  
**(Interim Update Dec. 2018)**

| Description                                | Unit | Unit Cost    | Total Quantity | Total Cost   | Completed Quantity | Completed Cost | Remaining Cost |
|--|------|--------------|----------------|--------------|--------------------|----------------|----------------|
| End Section (RCP)                          | EA   | \$ 1,020.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Concrete Headwall                          | EA   | \$ 8,280.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Rip Rap Drainage Channel                   | CY   | \$ 120.00    |                | \$ -         |                    | \$ -           | \$ -           |
| Non-lined Drainage Channel                 | LF   | \$ 16.40     |                | \$ -         |                    | \$ -           | \$ -           |
| Preformed Pipe/Stone Underdrain            | LF   | \$ 35.40     |                | \$ -         |                    | \$ -           | \$ -           |
| Concrete Box Culvert (6'x4') w/wingwalls   | LF   | \$ 3,122.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Concrete Box Culvert (3'x3'), w/wingwalls  | LF   | \$ 2,445.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Level Spreaders                            | LF   | \$ 30.00     | 1970           | \$ 59,100.00 |                    | \$ -           | \$ 59,100.00   |
| Grading ditch on west property line        | LF   | \$ 100.00    | 415            | \$ 41,500.00 |                    | \$ -           | \$ 41,500.00   |
| <b><u>Water</u></b>                        |      |              |                |              |                    |                |                |
| Watermain (DI - 8")                        | LF   | \$ 110.00    |                | \$ -         |                    | \$ -           | \$ -           |
| Gate Valve (8")                            | EA   | \$ 2,300.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Tapping Sleeve and Valve (8")              | EA   | \$ 8,165.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Watermain (DI - 12")                       | LF   | \$ 135.00    |                | \$ -         |                    | \$ -           | \$ -           |
| Gate Valve (12")                           | EA   | \$ 6,960.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Tapping Sleeve and Valve (12")             | EA   | \$ 10,178.00 |                | \$ -         |                    | \$ -           | \$ -           |
| Hydrant Assembly                           | EA   | \$ 7,800.00  |                | \$ -         |                    | \$ -           | \$ -           |
| House service (w/out licensed plumber)     | EA   | \$ 2,715.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Air relief Valve & Vault                   | EA   | \$ 10,800.00 |                | \$ -         |                    | \$ -           | \$ -           |
| Pressure Reducing Valve & Vault            | EA   | \$ 14,258.50 |                | \$ -         |                    | \$ -           | \$ -           |
| Watermain Offset (8")                      | EA   | \$ 6,785.00  |                | \$ -         |                    | \$ -           | \$ -           |
| Line Stop and Gate Valve installation (8") | EA   | \$ 12,215.00 |                | \$ -         |                    | \$ -           | \$ -           |
| Insertion Valve (8")                       | EA   | \$ 14,950.00 |                | \$ -         |                    | \$ -           | \$ -           |
| 6" C900 PVC                                | LF   | \$ 75.00     |                | \$ -         |                    | \$ -           | \$ -           |
| 6" Gate Valve                              | EA   | \$ 1,800.00  |                | \$ -         |                    | \$ -           | \$ -           |
| <b><u>Sewer</u></b>                        |      |              |                |              |                    |                |                |
| Sewer Main (Strd Depth, PVC - 8")          | LF   | \$ 92.00     |                | \$ -         |                    | \$ -           | \$ -           |
| Sewer Main (Strd Depth, PVC - 12")         | LF   | \$ 114.00    |                | \$ -         |                    | \$ -           | \$ -           |
| Sewer PVC Force Main                       | LF   | \$ 92.00     |                | \$ -         |                    | \$ -           | \$ -           |
| Sewer Manholes (Standard Depth)            | EA   | \$ 5,430.00  |                | \$ -         |                    | \$ -           | \$ -           |



#15



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor  
Town Board

From: Charlene M Black, Personnel

Date: December 2, 2024

Re: Sick Bank for Code Employee ~~38012~~

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It has come to my attention, a Code Compliance Employee is in need of sick time due to a serious health condition. At this time this is a request to start a sick bank for this employee. I will in private tell you who the employee is if you would like to know. Thank you.