

ANDREW J. ZARUTSKIE, Town Clerk
1496 Route 300
Town of Newburgh, New York 12550
Telephone: (845) 564-4554

**TOWN COUNCIL MEETING
PUBLIC MEETING AGENDA**

Monday, October 3, 2016
7:00 p.m.

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. PUBLIC HEARING (7:00 p.m.): Land Purchase/Water Shed Protection
7. DEPARTMENT HEAD REPORTS
8. RESOLUTIONS:
 - A. Affordable Health Care
 - B. Water Conservation
 - C. Budget and Highway
 - D. Special Districts
9. PERSONNEL: Correction of Salary
10. ENGINEERING:
 - A. Roseton Hills Sewer District
 - i. Approval of Contract Operations
 - ii. Approval of Surveying Proposal
 - B. Delaware Aqueduct Tap Water Treatment Plant; Approval to Purchase Backup Pumps
 - C. Construction Inspection: Watermain Improvements at Colden Park
11. RECREATION: T-38 Withdrawal
12. HIGHWAY:
 - A. Working Leader Position
 - B. Part Time Position
13. HALLOWEEN PROCLAMATION
14. BUILDING & GROUNDS: Part Time Janitorial Position
15. ANIMAL CONTROL: T-94 Withdrawal
16. COURT: Unclaimed Bail
17. ANNOUNCEMENTS
18. PUBLIC COMMENTS
19. POSSIBILITY OF EXECUTIVE SESSION: Purchase of Land (Water Shed Protection)
20. ADJOURNMENT

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 6th day of September, 2016 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman

ORDER OF TOWN BOARD CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CONSOLIDATED WATER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK BY THE ACQUISITION OF LANDS

Councilman Presutti presented the following order which was seconded by Councilman Ruggiero.

WHEREAS, the Town Board of the Town of Newburgh, Orange County, New York, has duly cause to be prepared a map, plan and report, together with an estimate of the cost relating to the increase and improvement of the facilities of the Consolidated Water District within said Town consisting of the acquisition of an unimproved parcel land off Fostertown Road in the Town of Newburgh, New York 12550, shown on the tax map for the Town of Newburgh as Section 17, Block 1 Lot 106.2, at an estimated cost of \$12,000 (which includes attendant engineering, surveying, environmental, legal, title, publication and filing costs and any outstanding tax obligations); and

WHEREAS, the aforesaid project has been determined to be an "Type I" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act and Chapter 100 of the Town of Newburgh Municipal Code; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of the Consolidated Water District in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law.

NOW, THEREFORE, BE IT

ORDERED, by the Town Board of the Town of Newburgh, Orange County, New York, as follows:

Section 1. The Town Board of the Town of Newburgh shall hold a public hearing at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the 3rd day of

October, 2016 at 7:00 o'clock, p.m., Prevailing Time on the question of the increase and improvement of the facilities of the Consolidated Water District within the Town of Newburgh, Orange County, New York in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same and to take such action thereon as is required or authorized by law or shall be proper in the premises.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in The Mid-Hudson Times and The Sentinel, the official newspapers of said Town and the newspapers hereby designated as the official newspapers for this purpose, the first publication thereof to be not less than ten (10) nor more than twenty (20) days before the day set herein for the hearing as aforesaid, and the Town Clerk shall also cause a copy of the Notice of Public Hearing to be posted on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten (10) nor more than twenty (20) days before the day set for the public hearing as aforesaid.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York will meet at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the 3rd day of October, 2016 at 7:00 o'clock, p.m., Prevailing Time for the purpose of conducting a public hearing upon a certain map, plan and report, together with an estimate of cost, prepared in relation to the proposed increase and improvement of the facilities of the Consolidated Water District within the Town of Newburgh, Orange County, New York consisting of the acquisition of a parcel land known located off Fostertown Road in the Town of Newburgh, New York and shown on the tax map for the Town of Newburgh as Section 17, Block 1 Lot 108.2, at an estimated cost of \$12,000.00. The aforesaid project has been determined to be a "Type 1" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act. At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Section 4. The Town Board hereby states its intent to act as Lead Agency for the proposed action under the coordinated review procedures of the regulations adopted pursuant State Environmental Quality Review Act and Chapter 100 of the Municipal Code and directs that a lead agency coordination letter be forwarded to all potentially involved and interested agencies, including but not limited to Orange County, together with a copy of the Full Environmental

Assessment Form and such other information as is appropriate to advise them of the proposed action, the Town Board's intention to act as Lead Agency, and to request the potentially involved agencies to respond in writing to this Board's intention to act as Lead Agency within thirty (30) days of such circulation.

Section 5 This Order shall be entered in the minutes of the meeting and shall take effect immediately.

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

| | | |
|--|--------|---------------|
| <u>Elizabeth J. Greene, Councilwoman</u> | voting | <u>AYE</u> |
| <u>Paul I. Ruggiero, Councilman</u> | voting | <u>AYE</u> |
| <u>James E. Presutti, Councilman</u> | voting | <u>AYE</u> |
| <u>Scott M. Manley, Councilman</u> | voting | <u>ABSENT</u> |
| <u>Gilbert J. Piquadio, Supervisor</u> | voting | <u>AYE</u> |

The resolution was thereupon declared duly adopted.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York will meet at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the 3rd day of October, 2016 at 7:00 o'clock, p.m., Prevailing Time for the purpose of conducting a public hearing upon a certain map, plan and report, together with an estimate of cost, prepared in relation to the proposed increase and improvement of the facilities of the Consolidated Water District within the Town of Newburgh, Orange County, New York consisting of the acquisition of an approximately 19.90 acre parcel land off Fostertown Road in Town of Newburgh, New York 12589 shown on the tax map for the Town of Newburgh as Section 17, Block 1 Lot 106.2 from the County of Orange, at an estimated cost of \$12,000,00.

The aforesaid project has been determined to be a "Type I" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act. At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Newburgh, New York,
September 20, 2016.

Andrew J. Zarutskie
Town Clerk

EA

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 ____ day of October, 2016 at 7:00 P.M., Prevaling Time.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTIONS FOR THE ESTABLISHMENT OF AFFORDABLE CARE ACT MEASUREMENT PERIODS

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____.

Standard Periods for Ongoing Employees

WHEREAS, the Patient Protection and Affordable Care Act (the "Act") and the regulations promulgated thereunder authorize employers to utilize measurement, administrative, and stability periods to determine whether ongoing employees constitute full-time employees under the Act; and

WHEREAS, the Town of Newburgh wishes to adopt measurement, administrative, and stability periods for the purposes of determining whether ongoing employees constitute full-time employees under the Act.

NOW THEREFORE, BE IT RESOLVED, that the standard measurement period for ongoing employees shall be a period of twelve (12) months from November 1st to October 31st; and

BE IT FURTHER RESOLVED that the administrative period for ongoing employees shall be a period of sixty one (61) days from November 1st to December 31st; and

BE IT FURTHER RESOLVED that the stability period for ongoing employees shall be a period of twelve (12) months from January 1st to December 31st.

Initial Periods for New Variable Hour, Part-Time, and Seasonal Employees

WHEREAS, the Patient Protection and Affordable Care act (the "Act") and the regulations promulgated thereunder authorize employers to utilize initial measurement, administrative and stability periods to determine whether new variable hour, part-time, and seasonal employees constitute full-time employees under the Act; and

WHEREAS, the Town of Newburgh wishes to adopt initial measurement, administrative, and stability periods for the purposes of determining whether new variable hour, part-time, and seasonal employees constitute full-time employees under the Act.

NOW THEREFORE, BE IT RESOLVED, that the initial measurement period for new variable hour, part-time, and seasonal employees shall be a period of twelve (12) months that commences on the first day of the calendar month following an employee's first day of work; and

BE IT FURTHER RESOLVED, that the administrative period for new variable hour, part-time, and seasonal employees shall commence on the day after the end of the employee's initial measurement period and continue until the last day of the first calendar month beginning on or after the first anniversary of the employee's start date; and

BE IT FURTHER RESOLVED, that the stability period for new variable hour, part-time, and seasonal employees shall be a period of twelve (12) months commencing on the day after the end of the employee's administrative period.

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

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

| | |
|--|---------------|
| <u>Elizabeth J. Greene, Councilwoman</u> | <u>voting</u> |
| <u>Paul I. Ruggiero, Councilman</u> | <u>voting</u> |
| <u>James E. Presutti, Councilman</u> | <u>voting</u> |
| <u>Scott Manley, Councilman</u> | <u>voting</u> |
| <u>Gilbert J. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

8A

A resolution for the establishment of Affordable Care Act Measurement Periods

Standard Periods for Ongoing Employees

WHEREAS, the Patient Protection and Affordable Care Act (the "Act") and the regulations promulgated thereunder authorize employers to utilize measurement, administrative, and stability periods to determine whether ongoing employees constitute full-time employees under the Act; and

WHEREAS, the Town of Newburgh wishes to adopt measurement, administrative, and stability periods for the purposes of determining whether ongoing employees constitute full-time employees under the Act.

NOW THEREFORE, BE IT RESOLVED, that the standard measurement period for ongoing employees shall be a period of twelve (12) months from November 1st to October 31st; and

BE IT FURTHER RESOLVED that the administrative period for ongoing employees shall be a period of sixty one (61) days from November 1st to December 31st; and

BE IT FURTHER RESOLVED that the stability period for ongoing employees shall be a period of twelve (12) months from January 1st to December 31st.

Initial Periods for New Variable Hour, Part-Time, and Seasonal Employees

WHEREAS, the Patient Protection and Affordable Care act (the "Act") and the regulations promulgated thereunder authorize employers to utilize initial measurement, administrative and stability periods to determine whether new variable hour, part-time, and seasonal employees constitute full-time employees under the Act; and

WHEREAS, the Town of Newburgh wishes to adopt initial measurement, administrative, and stability periods for the purposes of determining whether new variable hour, part-time, and seasonal employees constitute full-time employees under the Act.

NOW THEREFORE, BE IT RESOLVED, that the initial measurement period for new variable hour, part-time, and seasonal employees shall be a period of twelve (12) months that commences on the first day of the calendar month following an employee's first day of work; and

BE IT FURTHER RESOLVED, that the administrative period for new variable hour, part-time, and seasonal employees shall commence on the day after the end of the employee's initial measurement period and continue until the last day of the first calendar month beginning on or after the first anniversary of the employee's start date; and

BE IT FURTHER RESOLVED, that the stability period for new variable hour, part-time, and seasonal employees shall be a period of twelve (12) months commencing on the day after the end of the employee's administrative period.

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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 ____ day of October, 2016 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF NEWBURGH SUPPORTING WATER CONSERVATION

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____

WHEREAS, water being a finite resource; and

WHEREAS, water being a necessary resource for the health and well-being of the citizens of the Town of Newburgh; and

WHEREAS, there was a lack of precipitation and snow fall this past winter in the locality; and

WHEREAS, to insure that water is available to the citizens of the Town of Newburgh for perpetuity and will be utilized in a frugal beneficial manner.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: That the Town of Newburgh elected officials and authorities:

- A. Continue to invest in the infrastructure of the Town especially in the detection and repair of leaks in the water system of the Consolidated Water District and its related Water Districts.
- B. Make a concentrated effort to enforce and mitigate any illegal or toxic dumping into their water and sewage systems.
- C. Remain vigilant in water management techniques at their public facilities and through the Town's daily use of water.

Section 2: That the Town of Newburgh recommends to its customers of the water system measures to conserve water inside the home or business by:

- A. Fixing leaking faucets, water lines and toilets.
- B. Installing low-flow toilets and shower heads.
- C. Taking showers instead of baths limiting them to five minutes or shorter.
- D. Washing only full loads of laundry.
- E. Using dishwashers with only full loads.
- F. Refrigerating bottles of water instead of letting a faucet flow to cool.

- G. Not letting the water run when brushing teeth or shaving.
- H. Replacing appliances with greater water and energy efficient appliances.

Section 3: That the Town of Newburgh recommends that the customers of the water system use the following measures to conserve water outside the home or business by:

- A. Using water conserving landscaping, i.e. xeriscaping.
- B. Mulching to retain moisture.
- C. Adjusting your mower to a higher height to 3.5"-4" and mowing more frequently.
- D. Not fertilizing when you can't water.
- E. Aerating your lawn.
- G. Using commercial car washes to wash your car or truck.

Section 4: That the Town of Newburgh encourages the businesses and industrial users to conserve water during their course of business.

Section 5: That the Town of Newburgh will strive to educate its water system customers about water resources and conservation through public education and awareness programs; and

BE IT FURTHER RESOLVED, that the Town of Newburgh, New York, Supervisor and Council Members encourage their citizens to diligently observe the aforementioned water conservation recommendations in the community in which they reside; and

BE IT FURTHER RESOLVED, that the Supervisor and Council Members encourage all citizens to voluntarily conserve water, for the health and well-being of the Town; and

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

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

| | |
|--|---------------|
| <u>Elizabeth J. Greene, Councilwoman</u> | <u>voting</u> |
| <u>Paul I. Ruggiero, Councilman</u> | <u>voting</u> |
| <u>James E. Presutti, Councilman</u> | <u>voting</u> |
| <u>Scott Manley, Councilman</u> | <u>voting</u> |
| <u>Gilbert J. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

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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 ___ day of October, 2016 at 7:00 P.M., Prevailing Time.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION CALLING PUBLIC HEARING ON PRELIMINARY 2017 TOWN OF NEWBURGH BUDGET

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____.

WHEREAS, the Town Board of the Town of Newburgh has met and considered the tentative and preliminary budget for the fiscal year beginning January 1, 2017; and

WHEREAS, the Town Board of the Town of Newburgh desires to schedule a date and time for the Public Hearing to be held on November ____, 2016 at 7:00 p.m.; and

WHEREAS, the preliminary budget must be filed in the Office of the Town Clerk of the Town of Newburgh at the time of publication of the Notice of Public Hearing;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That in accordance with the provisions of §106 of the Town Law and other applicable provisions of Law, the preliminary budget for the fiscal year beginning January 1, 2017 shall be filed in the office of the Clerk of the Town of Newburgh where it shall be available for public inspection at or before the time of publication of the Notice of Public Hearing.
2. The Town Clerk of the Town of Newburgh shall give Notice of such Public Hearing to be held on November ____, 2016 at 7:00 p.m. by publishing notice thereof in the official newspaper of the Town of Newburgh not less than five (5) days prior to November ____, 2016, and cause a copy of such notice to be posted on the sign board of the Town of Newburgh not later than five (5) days before November __, 2016.
3. This resolution shall take effect immediately.

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

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

James E. Presutti, Councilman voting _____

Scott M. Manley, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, 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 October __, 2016 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.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh

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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 ___ day of October, 2016 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

James E. Presutti, Councilman

Scott M. Manley, Councilman

RESOLUTION CALLING PUBLIC HEARINGS; RE: SPECIAL DISTRICT ASSESSMENTS, ROLLS AND BENEFIT FORMULAS FOR THE YEAR 2017

Councilman\Councilwoman _____ presented the following resolution which was seconded by Councilman\Councilwoman _____.

WHEREAS, the Town Board of the Town of Newburgh has met and considered the establishment or rates and benefit units for each of the Town's special districts and special improvement areas; and

WHEREAS, the Town Board of the Town of Newburgh desires to set a date for the Public Hearing on the Budgets, Assessments and Benefit Formulas for all special districts and special improvement areas of the Town of Newburgh for the fiscal year beginning January 1, 2017 to be held on November ___, 2016 at 7:15 p.m.

WHEREAS, the Assessment Rolls have been filed in the Office of the Town Clerk of the Town of Newburgh.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That in accordance with the Sections 202-a and 239 of the Town Law, the Town Board of the Town of Newburgh shall meet on November ___, 2016 at 7:15 p.m. at the Town Hall, 1496 Route 300, Newburgh, New York and then and there hold a Public Hearing on the following special districts and special improvement area Budgets, Assessment Rolls and Benefit Formulas, each to be heard separately in the order as listed:

Colden Park Lighting District, Consolidated Lighting District, Fleetwood Lighting District, Lakeside Road Lighting District, Orange Lake Lighting District, Consolidated Water #1, Consolidated Water #2, (inclusive of Consolidated, Colden Park and Fleetwood-Holiday Park Water Districts as applicable), Lateral N Water (Thornwood), Stewart ANG Base Water, Gidney Sewer District, Nob Hill Sewer

District, Meadow Hill North Sewer District, Meadow Hill South Sewer District, Algonquin Sewer District, Crossroads Sewer District, Fleetwood Sewer District, 17K UA Sewer District, Wintergreen Sewer District, Roseton Hills Sewer District, Amber Fields Drainage District, Cox Drainage District, Stonewall Estates Drainage District, Fini Subdivision Drainage District, Candlestick Hill Drainage District, Woodlawn Heights Drainage District, Orchard Ridge Drainage District, Margate Meadows Drainage District, Autumn Ridge Drainage District, Mountain Lake Drainage District, Pinnacle Subdivision Drainage District, Chesterfield Court Drainage District, Greenshire Way Highway Improvement Area and Laurie Lane Highway Improvement Area.

2. The Town Clerk of the Town of Newburgh shall give Notice of such Public Hearing by Publishing Notice thereof in a newspaper published within the Town of Newburgh not less than ten (10) days nor more than twenty (20) days prior to November ____, 2016, and cause a copy of such notice to be posted on the sign board of the Town of Newburgh not later than ten (10) days before November ____, 2016, and notices shall be mailed as required.
3. This resolution shall take effect immediately.

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

| | |
|--|---------------|
| <u>Elizabeth J. Greene, Councilwoman</u> | <u>voting</u> |
| <u>Paul I. Ruggiero, Councilman</u> | <u>voting</u> |
| <u>James E. Presutti, Councilman</u> | <u>voting</u> |
| <u>Scott M. Manley, Councilman</u> | <u>voting</u> |
| <u>Gilbert J. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

I, Andrew J. Zarutskie, 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 the ____ day of November, 2016 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.

Andrew J. Zarutskie, Town Clerk
Town of Newburgh

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TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Town Board
Cc: Ron Clum, Accountant
Mary Butler

From: Charlene M Black, Personnel

Date: September 20, 2016

Re: Salary for Administrative Assistant

There is a discrepancy on the salary for Administrative Assistant. The memo John Platt submitted was for \$38,109.00 per year. The correct salary should be \$37,778.00 per year. I have spoken to Mary Butler and she is acceptable to that salary. Thank you in advance for your time in this matter.

10A1

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 20, 2016
RE: ROSETON HILLS STP – PROPOSAL FOR CONTRACT OPERATIONS

Attached for Town Board review and approval is a proposal from JCO, Inc. dated 23 August 2016 for the operation of the Roseton Hills Sewage Treatment Plant. The scope of services includes operation by a NYS Grade 2A Certified Operator, daily inspection of the plant operation, sampling of wastewater in compliance with the permit, routine preventative maintenance, monitor alarms and completion and submittal of the Monthly Discharge Monitoring Reports. The proposal cost for these services is \$2,750 per month.

JCO, Inc. is currently operating the plant for its owner and has developed a working knowledge of the plant and its operation. It is my recommendation that the proposal be accepted for the remainder of 2016 and that consideration of renewal in January for calendar year 2017.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id
Attachment
cc: M. Taylor, Attorney
R. Clum, Accountant
J. Guido, Sewer Supt.



JCO, INC.

AN ENVIRONMENTAL SERVICES GROUP

P.O. BOX 616 110 SULLIVAN STREET
WURTSBORO, NY 12790
(845) 888-5755

August 23, 2016

Supervisor Gil Piaquadio
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

RE: Orchard Hills Apartment Complex
Wastewater Treatment Facility
Operation and Maintenance Services

Dear Supervisor Piaquadio:

We are aware that the Town may take over the Orchard Hills Sewage Treatment Plant. JCO has been successfully operating and maintaining this facility since its construction in 2012. We would love the opportunity to establish a relationship with the Town of Newburgh and continue operations of the treatment plant.

We are pleased to submit this proposal for providing operation and maintenance services to the above referenced wastewater treatment system located in Newburgh, New York. This is the arrangement we have with the current owner, Craig O'Donnell.

We currently operate and maintain six Santec Corporation treatment plants like Orchard Hills and are very familiar with how they work.

JCO, Inc. proposes to do the following:

SCOPE OF SERVICES

- Provide NYS Grade 2A Certified Operators and laborers/technicians as needed;
- Provide daily site visits (365 days/year) to the facilities to ensure their proper operation and maintenance;
- Perform in-house laboratory analyses for process control and to satisfy regulatory requirements;
- Collect and transport the required samples to a NYS certified laboratory for analysis;
- Recommend, coordinate and supervise other work/services performed by independent contractors;

- Perform routine preventative maintenance duties as per manufacturer's recommendations;
- Maintain 24 hour/day emergency communications and coverage of the facilities;
- Complete and submit the proper monthly monitoring reports to the New York State DEC;
- Maintain general liability, professional liability and pollution liability insurance coverages;

JCO, Inc. shall be compensated the following amount for providing routine operation services to the wastewater treatment system:

TWO THOUSAND, SEVEN HUNDRED AND FIFTY (\$2,750.00) DOLLARS per month

- NO additional costs for emergencies, overtime work or additional staffing;

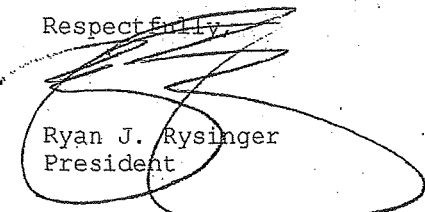
JCO, Inc. provides the personnel to perform the routine operation and maintenance of the facility. The Owner is responsible for all costs associated with operating and maintaining the facilities (ie. all utilities, treatment chemicals, laboratory reagents, state approved lab fees, property taxes, capital improvements, all supplies, equipment, repairs, sludge disposal fees, independent contractor fees, etc.).

JCO is responsible for grounds maintenance (i.e. snow plowing, mowing and weed whacking).

Either party may cancel this agreement (in writing) at any time without cause.

If you have any questions and/or comments regarding this matter, please feel free to give our office a call.

Respectfully,


Ryan J. Rysinger
President

Acknowledgement of this Agreement is requested at this time.

Accepted by:

OWNER REPRESENTATIVE

DATE

PRINT NAME/TITLE



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

10Aii ~~008~~
18 Computer Drive East, Suite 203
Albany, NY 12205
T: 518.459.3252
F: 518.459.3284
www.maserconsulting.com

September 24, 2016

VIA E-MAIL

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

Re: Proposal for Professional Services
Private sanitary sewer disposal system
Approx. .0.5 acres / rear of apartments on Route 9W
Newburgh, Orange County, New York
MC Proposal No. 16001298P

Dear Mr. Osborne:

Maser Consulting P.A. is pleased to submit this proposal this proposal for surveying services.

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

SURVEY

PHASE 1.0 BOUNDARY SURVEY

Maser Consulting will perform document research to identify the location of record lines of ownership for the subject and abutting parcels. Maser Consulting will perform reconnaissance to identify physical features or markings on the ground to reconcile record descriptions and existing conditions. A survey crew will locate pertinent features identified during reconnaissance, as well as the parcel's physical features to be mapped. After Maser Consulting processes the data, we will make a boundary determination to be presented on a certified plat.



Phase 1.0 Lump Sum Fee

\$ 1,700.00

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Services not specifically outlined above in Section I;
- Setting of missing corners;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids,



alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section III, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until June 10, 2016.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A

A handwritten signature in black ink, appearing to read 'Mark DeLor', written over a horizontal line.

Mark DeLor, LS
Geographic Discipline Leader/Principal Associate

10B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 19, 2016
RE: DELAWARE AQUEDUCT TAP WATER TREATMENT PLANT

I am requesting Town Board approval to purchase the following as recommended by CAMO Pollution Control, Inc. operators at the DAT WTP:

- 1 ea. Flygt Model NP-3127.090 submersible pump at a cost of \$10,176 + shipping
- 1 ea. Flygt Model NP-3085.092 submersible pump at a cost of \$6,090 + shipping

These are being purchased as standby equipment for critical functions at the Delaware Aqueduct Tap Water Treatment Plant. These pumps are identical to existing equipment so that they can be "dropped" in if needed. GA Fleet is the sole authorized supplier for this service area.

Payment for these purchases will be from Appropriation No. 8330.0200.4002 – Equipment \ Other Capital.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: J. Guido & A. Ciaccio, CAMO
R. Clum, Accountant



August 11, 2016

Town of Newburgh Water Department

Attn: Mr. Chris Bollin

Subject: Flygt Submersible Pump Replacement

Dear Chris:

We are pleased to submit our proposal for the direct replacement Flygt Submersible Pumps as requested. The pumps required are as follows:

Qty. 1 – Flygt Model NP-3127.090 submersible explosionproof pump w/ 439 impeller. The pump will be equipped with a 10 H.P., 460 volt, 3 phase, 60 cycle motor and 50' lg. electric cable. Pump to be coated with a Duosolid external epoxy paint.

Total Price: \$10,176.00 Full Frt. Allowed to Jobsite.

Qty. 1 - Flygt Model NP-3085.092 submersible explosionproof pump w/ 465 impeller. The pump will be equipped with a 3 H.P., 460 volt, 3 phase, 60 cycle motor and 50' lg. electric cable. Pump to be coated with a Duosolid external epoxy paint.

Total Price: \$6090.00 Full Frt. Allowed to Jobsite.

Delivery: 10-12 weeks after release to production.

Should you have any questions, please feel free to call me.

Sincerely,

Ed Kipp
VP Municipal
Erkipp@gafleet.com

G. A. FLEET ASSOCIATES, INC.

New York & Conn.
55 Calvert Street
Harrison, NY 10528
(914) 835-4000
Fax (914) 835-1331

G.A. Fleet Associates
New Jersey Office
Tel: 973-291-8155
Fax: 973-291-8156

FLEET PUMP & SERVICE GROUP

455 Knollwood Road
White Plains, NY 10603
NY/NJ: (914) 835-3801
Fax (914) 835-2946
CT: (203) 661-2680

Section V

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY:

Water Supply

DATE PREPARED:

8-12-16

ITEM/SERVICE PURCHASED

Flygt Model NP-3127.090 submersible pump (quote attached)

VENDOR NAME

GA Fleet

ADDRESS

55 Calvert Street

CITY/STATE/ZIP

Harrison, NY 10528

PHONE #

(914) 835-4000

CONTACT PERSON

Ed Kipp

PRICE QUOTED

\$10,176.00

EXPIRATION DATE

VENDOR CHOSEN

GA Fleet

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

Regional distributor for Flygt Pump. Direct replacement for current equipment @ DAT WTP. Recycle pump station.

DEPARTMENT HEAD SIGNATURE

DATE:

(ATTACH WRITTEN QUOTES)

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

Section V

REQUESTED BY: Water Supply

DATE PREPARED: 8-12-16

ITEM/SERVICE PURCHASED: Flygt Model NP 3085.092 submersible pump (quote attached)

VENDOR NAME: GA Fleet

ADDRESS: 55 Calvert Street

CITY/STATE/ZIP: Harrison, NY 10528

PHONE #: (914) 835-4000

CONTACT PERSON: Ed Kipp

PRICE QUOTED: \$6090.00

EXPIRATION DATE: _____

VENDOR CHOSEN: GA Fleet

*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

Regional distributor for Flygt Pump. Direct replacement for current equipment @ DAT WTP (clarifier feed pump).

DEPARTMENT HEAD SIGNATURE _____

DATE: _____

(ATTACH WRITTEN QUOTES)



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Ave., Suite 101
New Windsor, NY 12553
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

103

September 8, 2016

VIA EMAIL

James Osborne, P.E.
Town Engineer
Town of Newburgh Town Hall
1496 Route 300
Newburgh, NY 12550

Re: Watermain Improvements at Colden Park
Town of Newburgh, Orange County, New York
MC Project No. 15000434B

Dear Mr. Osborne:

Maser Consulting P.A. is pleased to submit this proposal to provide professional services for Construction Support and Inspection of the above referenced project.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

TASK 1.0 – CONSTRUCTION SUPPORT SERVICES

Construction services will be coordinated with the Town Engineer. Our construction services will include assembling bid submittals and providing a comprehensive bid comparison. Maser Consulting also proposes to check references of the lowest bidders, and based on the above, recommend the award of a bidder.

Maser Consulting shall include a pre-construction kickoff meeting with the Town, the Contractor of the winning bid, and any additional parties the Town deems appropriate. Response to the Contractor's RFI's and issuance of clarification letters will be provided as needed. Maser Consulting shall review shop drawings and other submittals for their compliance with the original design intent.

Observation and certification of pressure and leakage testing will be performed and documentation provided to the Town under this task. Fee anticipates pressure and leakage testing being conducted in (5) five separate tests based on the proposed layout of watermain; one final certification will be provided for the project incorporating individual testing results under one cover. Also included in this certification is review and approval of disinfection sample results.



Lastly, Maser Consulting shall review payment requests and forward same to Town Engineer's office for processing.

Task 1.0 Lump Sum Fee **\$ 5,450.00**

TASK 2.0- CONSTRUCTION INSPECTION SERVICES

Maser Consulting shall provide full-time inspection services for a four week construction period, (20) 8-hour working days, to be billed on an hourly basis as required by the progression of work. Schedule will be coordinated with the Contractor on a day-to-day basis.

Task 2.0 Lump Sum Fee (Estimated) **\$ 23,050.00**

SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

| | | |
|----------|---|--------------|
| TASK 1.0 | CONSTRUCTION SUPPORT SERVICES | \$ 5,450.00 |
| TASK 2.0 | CONSTRUCTION INSPECTION SERVICES (EST.) | \$ 23,050.00 |

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement:

- Preparation of as-built plans;
- Material testing of any kind;
- Equipment rental is not anticipated for this project;
- Exploratory or testing work, interpretations or conclusions related to determination of potential chemical, toxic, radioactive or other type of contaminants on the site; and
- Coordination meetings with the Town are not anticipated, and therefor are not included in the scope of the Proposal.

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II - CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

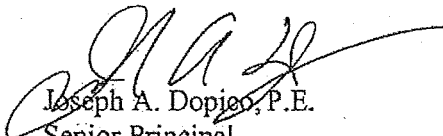
Title

If you find this proposal acceptable, please sign where indicated above and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid for 60 days from the date of this document.

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.


Joseph A. Dopyco, P.E.
Senior Principal

JAD/jjs



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo
Commissioner of Parks, Recreation & Conservation

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

September 14, 2016

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Chadwick Lake Park – Special Events

At this time we are requesting approval to make payments from the T-38 account for the following special events at Chadwick Lake Park.

- ❖ Trunk or Treat (10/28/16) - \$1,500
- ❖ Tree Lighting (12/02/16) - \$1,000
- ❖ Egg Hunt (4/08/17) - \$1,000

The current balance in the T-38 account as of 8/31/16 is \$29,034.74.

Thank you,

Robert J. Petrillo
Commissioner

12A



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

To: Supervisor Piaquadio
Town Board

From: Todd Depew, Highway Superintendent

Date: September 28, 2016

Re: Request to Post for Working Leader

A handwritten signature in black ink, appearing to be 'T. Depew', is written over the 'From' line of the memo.

This is a request to post for a Working Leader which has been vacant since the retirement of Richard Merrill in 2012. Thank you in advance for your consideration in this matter.

12B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Town Supervisor
Town Council
Ron Clum, Town Accountant

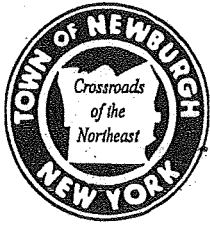
From: Charlene M Black, Personnel

A handwritten signature in black ink, appearing to be "C. Black", is written next to the "From:" line.

Date: September 28, 2016

Re: Seasonal to Part Time Laborer

Upon your approval, Alan Rau has been a seasonal laborer and has been offered a part time laborer position. Employment will be contingent on completing the necessary paperwork for part time employment and physical. Fingerprints and Drug/Alcohol testing has been completed. The salary for a part time laborer is \$9.00 per hour. Start date on or after October 13, 2016.



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

TODD DEPEW
HIGHWAY SUPERINTENDENT

To: Supervisor Piaquadio
Town Board

From: Todd Depew, Highway Superintendent

Date: September 28, 2016

Re: Request to Hire

A handwritten signature in black ink, appearing to be "T. Depew", is written over the "From:" line of the memo.

This is a request to hire Alan Rau who has been a seasonal employee for my department to a part time laborer. His season ends on October 5, 2016. I am requesting a start date of on or after October 13, 2016 pending all his employment requirements have been made. Attached is the employee request form.

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Alan Rau

DEPARTMENT: Highway

TITLE OF POSITION: Laborer

FULL TIME OR PART TIME: Part time

HOURLY RATE: \$ 9.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 5110.100

PROPOSED HIRE DATE: on or after 10/13/16

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

[Signature]
DEPARTMENT HEAD SIGNATURE

9/29/16
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



GIL PIAQUADIO
Supervisor

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

845-564-4552

Fax: 845-566-9486

e-mail: supervisor@townofnewburgh.org

PROCLAMATION

2016 HALLOWEEN CURFEW

The Town of Newburgh is concerned with the safety and welfare of our children, along with protection of private property.

I hereby proclaim a Town Wide Curfew on door to door "Trick or Treating" and other outdoors Halloween related activities.

The curfew will run from 9:00 pm until 6:00 am starting on Saturday October 29th 2016 through Monday October 31st 2016.

I am requesting that parents inform their children and supervise the implementation of the Town Wide Curfew so that we may avoid problems and for the safety, health and welfare of our Town's young people and property owners.

Given Under My Hand and Seal
This 3rd day of October 2016

Gil Piaquadio Supervisor
Town of Newburgh
County of Orange
State of New York

October 3rd Agenda

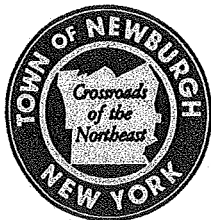
Date: October 3rd 2016

To: Town Board

From: Supervisor Gil Piaquadio

I would like permission to start the process for a part time custodian
this position is in the 2017 budget.

I would like to start the position this year as funding exists in the building and grounds payroll.



15

TOWN OF NEWBURGH ANIMAL CONTROL &
SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

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

To: Town Board

From: Cheryl Cunningham, Animal Control

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

Date: September 28, 2016

I am requesting authorization to use the T-94 account to pay for veterinary services from:
T.A.R.A

Totaling: \$179.00

Feline:

Canine: \$179.00

Attached please find the bills.

Thank you,
Cheryl Cunningham

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

Order No.

DO NOT WRITE IN THIS BOX

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

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

T.A.R.A., Inc.
P.O. Box 185
Warwick, NY 10990

TERMS _____

Vendor's
Ref. No.

| Dates | Quantity | Description of Materials or Services | Unit Price | | Amount | |
|---------|----------|--------------------------------------|------------|----|--------|--------|
| | | | | | | |
| 9-28-16 | | Jewel Canine Spay | 50 | 00 | 50 | 00 |
| | | Distemper Vaccine | 10 | 00 | 10 | 00 |
| | | Bordetella Vaccine | 17 | 00 | 17 | 00 |
| | | 4DX test (heartworm/lyme) | 25 | 00 | 25 | 00 |
| 9-28-16 | | Benny Rabies | 10 | 00 | 10 | 00 |
| | | Distemper Vaccine | 10 | 00 | 10 | 00 |
| | | Bordetella Vaccine | 17 | 00 | 17 | 00 |
| TOTAL | | | | | | 139 00 |

(See Instructions on Reverse Side)

CLAIMANT'S CERTIFICATION

I, Caitlyn Shearer, certify that the above account in the amount of \$ 139.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

9/28/16
DATE

Caitlyn Shearer
SIGNATURE

Office Clerk
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.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

DATE

AUDITOR'S SIGNATURE

INVOICE

The Animal Rights Alliance, Inc. (TARA)

60 Enterprise Place
Middletown, NY 10941
845-343-1000

Low-Cost Spay/Neuter Clinic

FOR: Town of Newburgh Animal Control
645 Gilney Ave
Newburgh, NY 12250
(845) 561-3344

Printed: 09-28-16 at 10:32a
Date: 09-28-16
Account: 9241
Invoice: 30328

| Date | For | Qty | Description | Net Price |
|---|----------------|-----------------|------------------------------------|--------------------|
| 09-28-16 | Benny | D-15 | 1 Rejected for Spay/Neuter Surgery | 0.00 |
| 09-28-16 | | | 1 Rabies Vaccination, 1 Year | 10.00 |
| 09-28-16 | | | 1 Canine Bordetella Vaccination | 17.00 |
| 09-28-16 | | | 1 Canine DA2PP Vaccination | 10.00 |
| If this is your dog's first or second distemper (DA2PP) vaccine, a booster shot is required in 3-4 weeks. | | | | |
| 09-28-16 | Jewel | D-14 | 1 Ovariohysterectomy, Canine | 100.00 |
| 09-28-16 | | | 1 Ear Cleaning | 0.00 |
| 09-28-16 | | | 1 Penicillin (Combi-Pen-48) | 0.00 |
| 09-28-16 | | 1.50 | Carprofen, 75mg, Caplet | 0.00 |
| Give 1/2 tablet(s) once daily (every 24 hours). Give by mouth. Give with food. If vomiting or diarrhea occurs, discontinue use. | | | | |
| 09-28-16 | | | 1 Rabies Vaccination, 1 Year | 0.00 |
| 09-28-16 | | | 1 Canine DA2PP Vaccination | 10.00 |
| If this is your dog's first or second distemper (DA2PP) vaccine, a booster shot is required in 3-4 weeks. | | | | |
| 09-28-16 | | | 1 Canine Bordetella Vaccination | 17.00 |
| 09-28-16 | | | 1 Heartworm/Lyme Test (4Dx) | 25.00 |
| 09-28-16 | | | 1 NYS Animal Shelter (Grant) | -50.00 |
| Old balance | Charges | Payments | | New balance |
| 310.00 | 139.00 | 0.00 | | 449.00 |

Remarks:

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

Order No.

DO NOT WRITE IN THIS SPACE

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

TOTAL

Abstract No.

Vendor's Ref. No.

DEPARTMENT

CLAIMANT'S NAME AND ADDRESS

T.A.R.A., Inc.
P.O. Box 185
Warwick, NY 10990

TERMS

| Dates | Quantity | Description of Materials or Services | Unit Price | Amount |
|------------------------------------|----------|--------------------------------------|------------|--------|
| 9-26-16 | 1 | pre-op. bloodwork for Benny | 40.00 | 40.00 |
| ORIGINAL | | | | |
| (See Instructions on Reverse Side) | | | TOTAL | 40.00 |

CLAIMANT'S CERTIFICATION

I, Caitlyn Shearer, certify that the above account in the amount of \$ 40 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that the amount claimed is actually due; and that the amount claimed is actually due.

9-26-16
DATE

Caitlyn Shearer
SIGNATURE

Office C
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.

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the amount stated above.

DATE



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
CC: Town Board
From: Ronald E. Clum, Town Accountant
Date: September 28, 2016
RE: Justice Court Unclaimed Bail

Attached is a list of the Unclaimed Exonerated Bail accounts (T-89) that are over six years old. Justice Court made a good faith effort to locate the persons that posted bail before the funds were turned over to the Accounting Department. These funds are still unclaimed 6 years later. At this time the bail becomes the property of the municipality and will be recorded as miscellaneous revenue. Please approve the transfer of these funds amounting to \$281.00 to the general fund.

| | |
|----------------|----------|
| Melanie Turner | \$13.00 |
| Susan Cataldo | \$97.00 |
| J Velez | \$30.00 |
| M Garcia | \$ 1.00 |
| Unknown | \$40.00 |
| A Jinumon | \$100.00 |

For a total of the \$281.00 transfer.
