

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

TOWN BOARD PUBLIC MEETING AGENDA
Monday, April 12, 2021
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.): Introductory Local Law 1 of 2021 – Amendment of Chapter 185 Zoning New York State Licensed Video Lottery Gaming Facility as a Permitted Use in Shopping Center
7. POLICE DEPARTMENT: Resolution Authorizing Inter-Municipal Agreement Between the Town of Newburgh and Orange County STOP DWI Program
8. RECREATION DEPARTMENT:
 - A. Approval of Quote for T-Shirt Purchase
 - B. Approval to Hire Part Time Recreation Aide
 - C. Approval to Hire Seasonal Recreation Aides
9. ANIMAL CONTROL:
 - A. T-94 Withdrawal for Flannery Animal Hospital
 - B. Approval to Start Process to Hire One Part Time Animal/Dog Control Officer
 - C. Approval to Start Process to Hire Two Part Time Shelter Helpers
10. HIGHWAY DEPARTMENT: Approval to Conduct Spring Leaf and Brush Pick Up
11. ACCOUNTING DEPARTMENT: Approval to Hire Principal Payroll Clerk
12. WATER DEPARTMENT: Approval to Conduct Spring Fire Hydrant Flushing
13. ENGINEERING DEPARTMENT: Watermain Improvements at North Fletcher Drive – Post Bid Construction Phase Services
 - A. Approval for Construction Support Services
 - B. Approval for Construction Inspection Services
 - C. Approval for As Built Plan Preparation
14. ANNOUNCEMENTS
15. PUBLIC COMMENTS
16. POSSIBLE EXECUTIVE SESSION: CSEA Request to Create a Sick Bank for an Employee
17. ADJOURNMENT

GJP; jpp
First Revision – April 9, 2021 at 8:45 am



MEMORANDUM

BY E-MAIL AND HAND

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: MONTICELLO RACEWAY MANAGEMENT INC.
(RESORTS WORLD HUDSON VALLEY) PETITION FOR
LOCAL LAW AMENDING CHAPTER 185 ENTITLED
"ZONING" OF THE CODE OF THE TOWN OF
NEWBURGH TO INCLUDE THE USE OF "NEW YORK
STATE LICENSED VIDEO LOTTERY GAMING
FACILITY" AS A PERMITTED USE IN SHOPPING
CENTERS HAVING IN EXCESS OF 500 PARKING
SPACES IN THE "IB" ZONING DISTRICT
OUR FILE NO. 800.310; 800.1(B)(8)(2021)

DATE: MARCH 31, 2021

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
Donna M. Badura

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

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

OF COUNSEL
Craig F. Simon
Irene V. Villacci

Enclosed is the final version of above referenced proposed Introductory Local Law. The final version has been revised to include the words "Video Lottery Gaming" in front of "Facilities" in the sentence added to the definition of "Shopping Center" in order to be consistent with the title, purpose and additional definitions.

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

MCT:sel
Enc.

cc: Joseph P. Pedi, Town Clerk (via e-mail)
James Osborne, Town Engineer (via e-mail)
Gerald Canfield, Code Compliance Supervisor (via e-mail)
Patrick Hines, McGoey, Hauser & Edsal (via e-mail)
David B. Smith, Planning and Development Advisors (via e-mail)
Kenneth Wersted, Creighton Manning, LLP (via e-mail)
Kelly Naughton, Esq. (via e-mail)

**INTRODUCTORY LOCAL LAW NO. 1 OF THE YEAR 2021
A LOCAL LAW AMENDING
CHAPTER 185 ENTITLED "ZONING"
OF THE CODE OF THE TOWN OF NEWBURGH TO
INCLUDE THE USE OF "NEW YORK STATE LICENSED VIDEO LOTTERY
GAMING FACILITY" AS A PERMITTED USE IN SHOPPING CENTERS HAVING IN
EXCESS OF 500 PARKING SPACES IN THE "IB" ZONING DISTRICT**

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

SECTION 1 – TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh to include the use of 'New York State Licensed Video Lottery Gaming Facility' as a permitted use in Shopping Centers having in excess of 500 parking spaces in the 'IB' zoning district."

SECTION 2 – INTENT

The intent of this local law is to implement changes in the Town of Newburgh Zoning Code by amending Definitions to add the use of "New York State Licensed Video Lottery Gaming Facility" as a permitted use in the "IB" - Interchange Business Zoning District in Shopping Centers having in excess of 500 parking spaces.

SECTION 3 – AMENDMENT TO CHAPTER 185

Subsection B of Section 185-3 ("Definitions; word usage") is hereby modified to include the following underlined language:

"SHOPPING CENTER

A group of stores, shops or similar commercial establishments otherwise permitted within the zoning district, including eating and drinking places, developed or intended to be developed as a unit on one lot, which may be constructed as a single structure or adjoining structures or neighboring structures but which shall be designed and built as an architectural unit and shall have associated facilities for off-street parking, loading and pedestrian circulation. New York State Gaming Commission and New York State Lottery licensed Video Lottery Gaming Facilities shall be considered a similar commercial establishment in shopping centers having in excess of 500 parking spaces within the IB district. A shopping center shall be designed to be operated and maintained as a unit, in single ownership and/or control, sharing certain facilities in common, such as open space, yards and off-street parking and loading facilities."

“VIDEO LOTTERY GAMING FACILITY

The physical area and amenities where licensed video lottery gaming and related activities are conducted. Related activities shall include drink service for on-premises consumption, food service, wait staff service, live entertainment and similar activities.”

“VIDEO LOTTERY GAMING

Any lottery game played on a video lottery terminal that consists of multiple players competing for a chance to win a randomly drawn prize. A video lottery terminal (may be referred to as VLT) means a video display terminal in which currency or credits are deposited and a selection is made by the player in order to purchase video lottery gaming tickets.”

SECTION 4 – VALIDITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by a 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 5 – EFFECTIVE DATE

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



MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: INTER-MUNICIPAL AGREEMENT WITH ORANGE
COUNTY;

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
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COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE TOWN OF NEWBURGH
THE COUNTY OF ORANGE FOR THE PERIOD MARCH 1,
2021 - JANUARY 11, 2022 FOR STOP DWI PROGRAM
SERVICES

OUR FILE NO. 800.1(B)(7)(2011); 800.1(B)() (2021)

DATE: APRIL 9, 2021

In accordance with Supervisor Piaquadio's request, enclosed please find the above referenced proposed resolution authorizing a Stop DWI Program 1 Services Agreement for 2021 for the Town Board's consideration. The term of the Agreement as set forth in Article 2 is March 1, 2021 to January 11, 2022. As with past agreements, it covers three enforcement periods coincident with holiday periods, with the last period ending January 1, 2021. As is generally the case with funding agreements, Article 9 requires the Town to indemnify the County for claims losses, damages, liabilities, costs and expenses arising out of acts or omissions of the Town or its agents. Article 12 includes set-off right to withhold monies otherwise due to the Town in the event of a default by the Town.

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

MCT:sel
Enclosure

cc: Joseph P. Pedi, Town Clerk
Bruce Campbell, Chief of Police
Ronald Clum, Town Accountant (via e-mail)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by videoconference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the ___th day of April, 2021 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR THE PERIOD MARCH 1, 2021 - JANUARY 11, 2022 FOR STOP DWI PROGRAM SERVICES

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

WHEREAS, the County of Orange has forwarded a proposed Inter-Municipal Agreement between the County and the Town of Newburgh having a term commencing on March 1, 2021 and ending on January 11 2022 for the STOP-DWI program enforcement patrol funding period beginning on March 1, 2021 and ending on January 1, 2022 (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement for STOP DWI PROGRAM SERVICES between the County and Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that:

1. the execution and delivery of the Agreement and all other such agreements between the County of Orange and the Town of Newburgh for STOP DWI program services for enforcement periods ending on or before January 1, 2022 which conform to the terms and conditions of the Agreement by the Town of Newburgh Supervisor is hereby authorized; and

2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers of the Town are hereby authorized and empowered to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates,

agreements, documents and papers and to take such actions as may be necessary to effectuate and carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s); and

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

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

Elizabeth J. Greene, Councilman voting _____

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

I, Joseph P. Pedi, 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 April __, 2021 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.

Joseph P. Pedi, Town Clerk
Town of Newburgh



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

March 24, 2021

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 1, 2021 and ending on January 1, 2022.

Respectfully submitted,

Donald B. Campbell
Chief of Police



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 1st day of March, 2021, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **TOWN OF NEWBURGH**, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 1, 2021 and end January 11, 2022.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

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

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name:
Title:

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 12, 2021 through June 1, 2021, which includes St. Patrick’s Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 2, 2021 through September 7, 2021, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 6, 2021 through January 1, 2022, which includes Thanksgiving, Christmas, and the New Year’s holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY’s STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 6, 2020 through January 1, 2021, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND TWENTY AND 00/100 (\$3020)** covering **60** man-hours for the first enforcement period of 2021. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2021.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2021 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

ORANGE COUNTY, NEW YORK



STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0566

Steven M. Neuhaus
County Executive

Coordinator

Brendan R. Casey
Commissioner

OC Emergency Services

Administrator

John Jones



TO: TOWN OF NEWBURGH

FROM: Brendan R. Casey, Orange County STOP-DWI Coordinator

DATE: March 1, 2021

Enclosed is your Department's contract for the 2021 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 1, 2021 and ending on January 1, 2022**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 12, 2021 and ending on June 1, 2021 in the amount of \$3020/60. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOT THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csaccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

8A

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

FROM: Jim Presutti, Commissioner

DATE: March 23, 2021

RE: 2021 T-Shirt Bid Approval

The Recreation Department has requested quotes from five vendors for our 2021 t-shirt requirements. Only one vendor replied with a quote (attached).

At this time, I am requesting your approval to accept the quote from Fusion Graphix at the price of \$3.79 (majority).

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

2021
TOWN OF NEWBURGH RECREATION DEPARTMENT
T- SHIRTS QUOTES

NAME: Fusion Graphics Inc.
ADDRESS: 1130. Route 17K
Montgomery, NY 12549
CONTACT NAME: Jessica Venetis
TELEPHONE: (845) 457-7746

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
3.79	3.79	4.29	N/A

COLORPAGE MARKETING & PUBLISHING
81 TEN BROECK AVENUE
KINGSTON, NY 12401

FUSION GRAPHIX
1130 STATE ROUTE 17K
MONTGOMERY, NY 12549

MIXTURE, INC.
1607 ROUTE 300
NEWBURGH, NY 12550

WILDHEART APPAREL
2016 N. SHILOH
FAYETTEVILLE, AR 72704

THRUWAY SPORTING GOODS
78 OAK STREET
WALDEN, NY 12586



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

8B

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor
Town Board Members

From: Charlene M. Black, Personnel Director

Date: April 6, 2021

Re: Part time Recreation Aides

Mr. Presutti has requested approval to hire Denise LaForgue as a part time Recreation Aide. The applicant hiring is contingent on your approval and the completion of her fingerprints, paperwork, drug/alcohol screening and physical. A start date of on or after April 26, 2021 is anticipated. 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: April 5, 2021

RE: Request to Hire P/T Recreation Aide

At this time we are requesting your approval to hire Denise LaForgue as a Part Time Recreation Aide to fill an opening at the Desmond. Ms. LaForgue will be hired at the rate of \$15.31/hour. The salary for this position is in the 2021 Desmond budget.

Start date for this position will be on or after April 26th. Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: DENISE LAFORQUE

DEPARTMENT: RECREATION / DESMOND

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: PART TIME

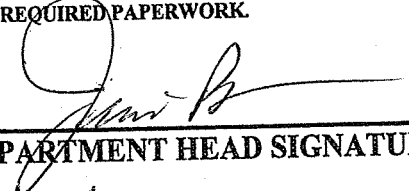
HOURLY RATE: \$15.31

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7520.5100

PROPOSED HIRE DATE: APRIL 26th

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


DEPARTMENT HEAD SIGNATURE

4/5/21
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010

8C



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: April 8, 2021

Re: Recreation Aides

Mr. Presutti would like to hire the following personnel who are on the attached list. Some are returnees who will need to get drug and alcohol tested and complete their paperwork. All the other personnel will need to be fingerprinted, drug/alcohol tested and complete their paperwork. A start date for Anthony Etri-Moughan and John Matthews will be 5/3/2021 until 9/12/2021 and all other counselors will be 6/7/2021 until 9/12/2021.

Thank you in advance.



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

8C

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: April 12, 2021

RE: Request to Hire Seasonal Employees

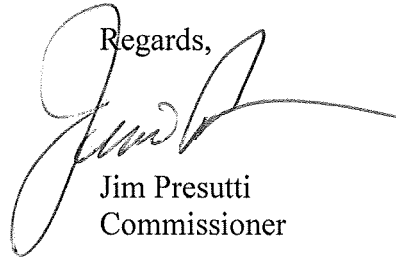
Please find below the names and suggested salaries for the seasonal camp employees.

<u>NAME</u>	<u>POS/DUTIES</u>	<u>PAY</u>	<u>BUDGET</u>	<u>SEASON</u>
		\$		
BRATHWAITE, TERRANCE	LIFEGUARD	16.31	7140	6/07-9/12
CLUM, AIMEE	REC AIDE	15.31	7140	6/07-9/12
CONRAD, OLIVIA	REC AIDE	15.31	7140	6/07-9/12
DESANTIS, RAND	REC AIDE	15.31	7140	6/07-9/12
ETRI-MOUGHAN, ANTHONY	REC AIDE	15.31	7140	5/03-9/12
FEENEY, EMMA	REC AIDE	16.31	7140	6/07-9/12
(Young Camp Director)				
FEENEY, TIMOTHY	REC AIDE	15.31	7140	6/07-9/12
FENDT, RACHEL	REC AIDE	15.31	7140	6/07-9/12
GUERRA, NICHOLAS	REC AIDE	15.31	7140	6/07-9/12
KIRBY, MACKENZIE	REC AIDE	15.31	7140	6/07-9/12
LAROSE, SAVANNA	REC AIDE	15.31	7140	6/07-9/12
MATTHEWS, JOHN	REC AIDE	15.31	7140	5/03-9/12
O'CONNELL, KERRY	REC AIDE	15.31	7140	6/07-9/12
OUHAJ, SAM	REC AIDE	15.31	7140	6/07-9/12
PENDINO, DAYNA	REC AIDE	16.31	7140	6/07-9/12
(Health Director)				
RIVERA, MADISON	REC AIDE	15.31	7140	6/07-9/12
RIVERA, RACHEL	REC AIDE	16.31	7140	6/07-9/12
(Teen Camp Director)				

<u>NAME</u>	<u>POS/DUTIES</u>	<u>PAY</u>	<u>BUDGET</u>	<u>SEASON</u>
		\$		
RUSSO, JENA	REC AIDE	15.31	7140	6/07-9/12
STARSS, RAE	REC AIDE	15.31	7140	6/07-9/12
WALSH, TYLER	REC AIDE	15.31	7140	6/07-9/12

Thank you for your consideration.

Regards,



Jim Presutti
Commissioner

9A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(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: 3/9/21 Resubmitted 3/31/21

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

*Totaling: \$ *32.35*

Feline:

Canine: \$+ *32.35*

COPY

TOWN OF NEWBURGH

1496 ROUTE 300
NEWBURGH, N.Y. 12550

Order No.

DO NOT WRITE IN THIS BOX

VOUCHER

DEPARTMENT

TONAC 54239

CLAIMANT'S
NAME
AND
ADDRESS

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

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

TERMS

January 2021 vouchers

Vendor's
Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
1-25-21	Inv # 834951178	2021-01-24 (F) feughe lux		32.35
(See Instructions on Reverse Side)			TOTAL	32.35

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 32.35 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.

2-5-21

DATE

Jean Tobin

SIGNATURE

Acct Manager

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



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

Dr Rider | Date: 1/28/2021 at 09:09 | Invoice: 834951178 | Cashier: Jean T

Client:
 Town Of Newburgh 2020 Animal Control (#54239)

645 Gidney Ave
 Newburgh, NY 12550

Patient:
 2021-01-24 Beagle (#133687)

Species: Canine (Beagle Mix)
 Sex: Female | Color:
 Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
1/24/2021	Hospitalization Holding	6.00	\$0.00	\$0.00	\$0.00
1/25/2021	Boarding Animal Control	1.00	\$32.35	\$0.00	\$32.35

Subtotal: \$32.35

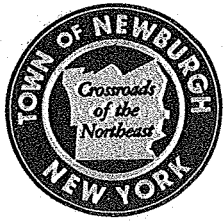
Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2021-01-24 Beagle	\$32.35	\$0.00	\$32.35

	Total Due:	\$32.35
	Amount Paid:	\$0.00

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

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



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

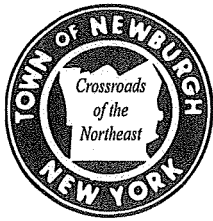
9B and 9C

TOWN BOARD

845-564-4554
Fax 845-566-1432

To: Supervisor Piaquadio
Town Board
From: Paul Ruggiero, Liaison to Animal Control
Date: April 6, 2021
Re: Start Process to Hire 1 Part time Animal/Dog Control Officer and 2 Part time Shelter Helpers

This is a request from Paul Ruggiero to start the process of hiring one (1) part time Animal/Dog Control Officer and two (2) part time Shelter Helpers.



HIGHWAY DEPARTMENT


10

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: April 6, 2021

RE: Spring Leaf and Brush Pick-up

I would like to get the approval to have the attached letter published in the local newspapers to inform the Town Residents of the Spring pick-up schedule. Pick-up will be for the week of May 3, 2021 to May 6, 2021 and May 7, 2021 for calls.

If you have any questions you may feel free to contact me in my office.

MH/ch

cc: Joseph P. Pedi, Deputy Town Clerk



TOWN OF NEWBURGH RESIDENTS LEAF AND BRUSH PICKUP – SPRING OF 2021

Town trucks will pick up bagged leaves and brush which must be less than 4 inches in diameter & no longer than four (4) feet in length & tied in bundles. Leaves will be in CLEAR BAGS ONLY BY ORDER OF TOWN BOARD. CLEAR BAGS are available at many retail outlets & stores in the Greater Newburgh area. Leaves bagged with DIRT AND STONE mixed in will NOT be picked up. Bags of Grass Clippings, Pine Cones or Pine Needles will NOT be picked up. Town trucks will not return to any area once they have picked up in the area.

Leaves & Brush must be curbside throughout
the entire Town on Monday May 3, 2021 no
later 7:00 A.M.

We wish to **THANK YOU** for your cooperation

A leaf and brush recycling bin is available to the public at the Town of Newburgh Highway Department at 90 Gardnertown Road, Newburgh. Hours are Monday thru Friday 7:00am to 3:00pm.

- | | | |
|-----------------------------------|---------------------------|------------------------------|
| Elizabeth J. Greene, Councilwoman | Gil Piaquadio, Supervisor | Paul I. Ruggiero, Councilman |
| Anthony LoBiondo, Councilman | | Scott M. Manley, Councilman |

BY ORDER OF THE TOWN BOARD Joseph P. Pedi, Town Clerk



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

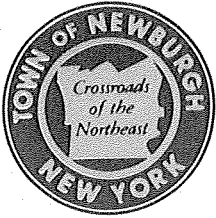
Date: March 31, 2021

Re: Principal Payroll Clerk

There is a request from Ron Clum, Head of Accounting Department, to hire Marina Callis as a full time Principal Payroll Clerk. Her salary will be \$19.9795 per hour. Ms. Callis will need to complete her paperwork, physical, drug/alcohol testing and fingerprints. The hire date will be contingent on her completing all the above and your approval. The earliest date of hire would be on or after April 19, 2021.

Thank you for your time in this matter.

Cc: Ronald Clum, Town Accountant



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, Charlene and Town Board
From: Ronald E. Clum, Town Accountant 
Date: March 30, 2021
RE: New Hire

Charlene and I interviewed Marina Callis on March 30, 2021, for the opening of a Principal Payroll Clerk position within the Accounting Department. This position is currently budgeted and is paying \$19.9795 per hour,

I feel that Marina would be qualified for the position and would like you to consider her and approve at your next board meeting of April 12, 2021.

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

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Maringa Callis

DEPARTMENT: Accounting

TITLE OF POSITION: Principal Payroll clerk

FULL TIME OR PART TIME: FT

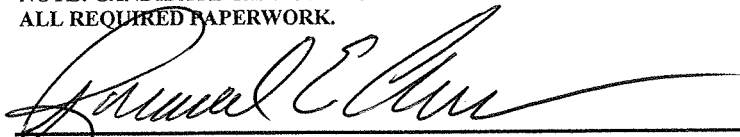
HOURLY RATE: 19.9795

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1315.5100

PROPOSED HIRE DATE: 4/19/21

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



DEPARTMENT HEAD SIGNATURE

3/31/21

DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

MEMORANDUM

To: Gil Piaquadio, Town Supervisor and Town Board members

From: Jeff Guido, Water Department Manager



Date: April 6, 2021

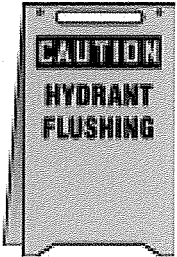
Subject: Spring Fire Hydrant Flushing

The Town of Newburgh Water Department will be conducting its Spring Fire Hydrant Flushing Program beginning on Monday, May 3rd 2021 and will continue until completion on or before Friday, May 14th 2021.

Pending Town Board approval, please post notice on the Town's website and notify Town Clerk Joseph Pedi to publish notices in the Town's official newspapers.

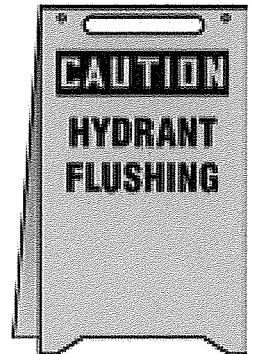
Town of Newburgh Hydrant Flushing

Monday ~~October 17~~ through Friday ~~October 18, 2019~~
May 3 May 14, 2021



The Town of Newburgh Water Department will begin flushing of distribution mains, laterals and hydrants on ~~October 17, 2019~~
May 3, 2021

THIS MAY RESULT IN SOME DISCOLORATION OF WATER



The department will be flushing some areas at night, when water usage is lowest, to minimize this problem.

Curtailment of any unnecessary water usage during this period will be appreciated and will aid the department in completing this program as quickly as possible.

We appreciate your understanding and your cooperation.

BY ORDER OF:

THE TOWN OF NEWBURGH TOWN BOARD

Gil Piaquadio, Town Supervisor

Joseph P. Pedi, Town Clerk

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

~~James E. Presutti, Councilman~~

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

Town of Newburgh Water Department


Tel. 564-7813



TOWN OF NEWBURGH
TOWN ENGINEER

13A
13B
13C

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor
FROM: Patrick J. Hines – Rep. Engineers for Town 
DATE: 6 April 2021
RE: Watermain Improvements at North Fletcher Drive
Post Bid Construction Phase Services

Maser Consulting has submitted a revised Cost Proposal dated 8 December 2020, last revised 26 March 2021 for construction support and observation services for the North Fletcher Drive Water Main Extension Project. The proposal is broken down into three tasks as follows:

1. Construction Support Services, including pre-construction meetings.
Response to Contractor's request for information, shop drawing review and coordination of MWBE documents and Grant requirements.
2. Construction Inspection Services, Full time inspection services to be billed hourly. This includes coordination with the contractor on a day to day basis and daily field reports for construction related activities including review of on-site construction for compliance with plans and specifications.
3. As Built Drawings, Provide field verified surveys of the As Built construction based on completed construction activities.

Maser has identified fees as follows:

- 13A • Task #1: Construction Support Services: \$13,750.00
13B • Task #2: Construction Inspection Services(Estimated Hourly): \$37,950.00
13C • Task #3: As Built Plan Preparation: \$4,600.00

Total Post Construction cost estimate of \$56,300.00

The authorization of the contract to Maser Consulting requires Town Board action. A motion to award post bid construction services in the amount of \$56,300.00 is required.

If you have any questions or comments, I am available to discuss them further with you.

PJH/kbw

Cc: Ronald Clum, Town Accountant
Jeff Guido, Water Management Supervisor
Jim Osborne, Town Engineer

ATTACHMENT

Maser Consulting Proposal



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

555 Hudson Valley Avenue, Suite 101
New Windsor, NY 12553-4749
T: 845.564.4495
F: 845.567.1025
www.maserconsulting.com

December 8, 2020
Revised March 26, 2021

VIA E-MAIL

James Osborne
Patrick Hines
Town Engineer
Town of Newburgh
308 Gardnertown Road
Newburgh, NY 12550

Re: Proposal for Construction Support & Observation Services
North Fletcher Drive Water Main Extension
Town of Newburgh, Orange County, New York
MC Proposal No. 16000130BP

Dear Mr. Osborne & Mr. Hines:

Maser Consulting is pleased to submit this proposal to provide professional Construction Support and Observation Services for 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

Maser Consulting shall include a pre-construction kickoff meeting with the Town, the Contractor 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 submittals for their compliance with the original design documents. Lastly, Maser Consulting shall coordinate and review payment requests, contractor MWBE documents and grant allocation/tracking with NYS with the Town Engineer's office for processing.

Task 1.0 Lump Sum Fee

\$ 13,750.00



TASK 2.0 - CONSTRUCTION INSPECTION SERVICES

Maser Consulting shall provide full-time inspection services for a (5) five-week construction period, (25) 8-hour working days, to be billed on an hourly basis as required by the progression of work. This time also includes schedule coordination with the Contractor on a day-to-day basis and daily field report preparation and distribution to the project members. This fee does not account for the ability of the contractor to complete the work in a timely manner.

Task 2.0 Lump Sum Fee (Estimated) \$ 37,950.00

TASK 3.0 - AS-BUILT PLAN

Maser Consulting shall provide a surveyed, as-built plan upon final completion of the watermain installation. The as-built conditions will be field verified via ground surveying methods. The deliverable will be provided on 24"x36" plan sheets.

Task 3.0 Lump Sum Fee \$ 4,600.00

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	\$ 13,750.00
TASK 2.0	CONSTRUCTION INSPECTION SERVICES (EST.)	\$ 37,950.00
TASK 3.0	UTILITY AS-BUILT PLAN	\$ 4,600.00

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:

- Material and/or compaction testing of any kind;
- Maintenance and protection of traffic design plans;
- 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

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 in Section II, and return one signed copy to this office. Invoices are due within 30 days. This proposal is valid for 60 days per business terms.

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

Very truly yours,

MASER CONSULTING CONNECTICUT, P.C.

A handwritten signature in black ink, appearing to read 'Justin E. Dates'.

Justin E. Dates, RLA
Senior Associate

JED/paw
cc:File