

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

**TOWN BOARD PUBLIC MEETING AGENDA
Tuesday, October 13, 2020
7:00 p.m.**

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
6. SCHEDULING OF PUBLIC HEARINGS:
 - A. Preliminary Town Budget for 2021
 - B. Special District Assessment, Rolls, Benefits Formulas and Budgets for 2021
 - C. Local Law for Records Retention
 - D. Roseton Hills Sewer District Rate for 2021
7. JUSTICE COURT: Resolution of Support for the Justice Court Assistance Program (JCAP)
8. RECREATION DEPARTMENT:
 - A. Approval to Hire a Part Time Laborer
 - B. Request to Hire Architectural Design Firm
9. POLICE DEPARTMENT: Approval to Hire Three Full Time Police Officers
 - A. Evan Longinott
 - B. Austin Joyce
 - C. Matthew Ragni
10. CODE COMPLIANCE: Approval to Hire Part Time Clerk
11. HIGHWAY DEPARTMENT: Leaf and Brush Pickup
12. TOWN SUPERVISOR: Halloween Proclamation
13. ENGINEERING DEPARTMENT:
 - A. Elmhurst Avenue Culvert – Approval to Authorize Attorney for the Town to Prepare Resolution for Project Financing
 - B. Change Order for Roseton Hills Sewer Project Electrical Contract
 - C. Chadwick Lake Filter Plants – Approval to Upgrade Hardware and Software
 - D. CBPS Stormwater Security
 - E. Environmental Audit for Desmond Estate
 - F. Crossroads Sewer District – Budget Transfer
14. ZONING BOARD OF APPEALS: Appointment of New Committee Member
15. ANNOUNCEMENTS
16. PUBLIC COMMENTS
17. ADJOURNMENT

GJP;jpp
Second Revision – October 9, 2020 at 2:30 pm

6A



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

MEMORANDUM

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

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS
FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN
RE: 2021 TOWN BUDGET PUBLIC HEARING
OUR FILE NO. 800.1(B)() (2020)
DATE: OCTOBER 7, 2020

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

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution for the Town Board's consideration:

Resolution Calling Public Hearing on Preliminary 2021 Town of Newburgh Budget

MCT:kac

Enc.

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Bruce Campbell, Chief of Police (via e-mail)
Mark Hall, Highway Superintendent (via e-mail)
James Osborne, P.E. (via e-mail)
Patrick Hines, Principal, McGoey, Hauser & Edsall (via e-mail)

DRAFT

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 13th day of October, 2020 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION CALLING PUBLIC HEARING ON PRELIMINARY 2021 TOWN OF NEWBURGH BUDGET

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

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, 2021; 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 October __, 2020 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, 2021 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 October 26, 2020 at 7:00 p.m. by publishing notice thereof in the official newspapers of the Town of Newburgh not less than five (5) days prior to October 26, 2020, 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 October 26, 2020.
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>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

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 October 13, 2020 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

6B



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

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: 2021 SPECIAL DISTRICT ASSESSMENTS, ROLLS,
BENEFIT FORMULAS AND BUDGETS PUBLIC HEARING
OUR FILE NO. 800.1(B)() (2020)

DATE: OCTOBER 7, 2020

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

In accordance with Supervisor Piaquadio's request, enclosed please find the following draft resolution for the Town Board's consideration:

Resolution Calling Public Hearings; RE: Special District Budgets Assessments, Rolls and Benefit Formulas for the Year 2021

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

MCT:kac

Enc.

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Deborah Smith, Receiver of Taxes (via e-mail)
Lori Coady, Assessor (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
James Osborne, P.E. (via e-mail)
Patrick Hines, Principal, McGoey, Hauser & Edsall (via e-mail)

DRAFT

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 13th day of October, 2020 at 7:00 P.M., Prevailing Time.

PRESENT:

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

RESOLUTION CALLING PUBLIC HEARINGS; RE: SPECIAL DISTRICT BUDGETS ASSESSMENTS, ROLLS AND BENEFIT FORMULAS FOR THE YEAR 2021

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

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, 2021 to be held on October 26, 2020 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 October 26, 2020 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, Crossroads Consolidated Sewer District

(inclusive of the prior Gidney, Meadow Hill North, Meadow Hill South, Algonquin, Crossroads, Fleetwood–Holiday Park, 17K-UA and Wintergreen Sewer District areas within the Crossroads Consolidated District), Nob Hill Sewer District, Roseton Hills Sewer District, Amber Fields Drainage District, Blue Sky 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, Tarben Drainage District, Tarsio 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 October 26, 2020, 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 October 26, 2020, 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>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

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 the 13th day of October, 2020 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



6C

MEMORANDUM

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: LOCAL LAW AMENDING THE MUNICIPAL CODE TO
REFERENCE THE NEW LG-1 RECORDS RETENTION
SCHEDULE
OUR FILE NO. 800.1(B)() (2020)

DATE: OCTOBER 9, 2020

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

In accordance with Town Clerk Joseph Pedi's request, enclosed please find a proposed Introductory Local Law which will replace the current Municipal Code reference to the MU-1 records retention schedule and adopt the new LG-1 records retention schedule put forth by the State Archives in accordance with New York's Arts and Cultural Affairs Law. The Town must adopt the new schedule setting forth the minimum period records must be retained in order to continue to be able to legally destroy old records after the end of 2020, as well, more than likely, to qualify for State Archive grants pertaining to records management

The State Archives has revised and consolidated its local government records retention and disposition schedules and issued a single, comprehensive retention schedule for all types of local governments on August 1st, 2020. The new schedule, *Retention and Disposition Schedule for New York Local Government Records* or LGS-1, will supersede and replace the *MU-1 Schedule* for use by cities, towns, villages, and fire districts. Local governments must adopt LGS-1 prior to utilizing it, even if they adopted and have been using the *MU-1 Schedule*. Governing boards of local governments have until January 1st, 2021 the new Schedule. Government records may not be legally destroyed after the end of 2020 unless the LGS-1 is formally adopted

Also enclosed is a draft Resolution introducing the Local Law and scheduling a public hearing.

MCT:sel

Enc.

cc: Joseph P. Pedi, Town Clerk
Deborah Smith, Receiver of Taxes and Assessments
Ronald Clum, Town Accountant
Charlene Black, Personnel Director

**INTRODUCTORY LOCAL LAW NO. __ OF THE YEAR 2020
AMENDING ARTICLE II
"RECORDS RETENTION"
OF CHAPTER 144 ENTITLED "RECORDS"
OF THE CODE OF THE TOWN OF NEWBURGH**

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 Article II entitled 'Records Retention' of Chapter 144 entitled 'Records' of the Code of the Town of Newburgh".

SECTION 2 - AMENDMENT

Article II entitled "Records Retention" of Chapter 144 entitled "Records" is hereby amended to read as follows:

"Article II Records Retention

§144-12 Schedule adopted.

Records Retention and Disposition Schedule for New York Local Government Records MU-1 LGS-1, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law and containing legal minimum retention periods for municipal government records, is hereby adopted for use by all municipal officers in disposing of municipal government records listed therein.

§144-13 Disposal of records

In accordance with Article 57-A:

- A. Only those records will be disposed of that are described in Records Retention and Disposition Schedule for New York Local Government Records MU-1 LGS-1 after they have met the minimum retention period prescribed therein.
- B. Only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established time periods."

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - 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.

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 and/or via videoconference pursuant to Governor's Executive Orders on the 13th day of October, 2020 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggieo, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION INTRODUCING
LOCAL LAW AMENDING ARTICLE II
ENTITLED "RECORDS RETENTION" OF
CHAPTER 144 ENTITLED "RECORDS OF
THE CODE OF THE TOWN OF NEWBURGH
AND PROVIDING FOR PUBLIC NOTICE
AND PUBLIC HEARING

Councilman/woman _____ presented the following resolution which was seconded
by Councilman/woman _____.

BE IT RESOLVED that a Local Law Amending Article II Entitled "Records Retention" of Chapter 144 entitled "Records" of the Code of the Town of Newburgh be and hereby is introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York, and

BE IT FURTHER RESOLVED that a copy of the aforesaid proposed local law in final form be laid upon the desk of each member of the Town Board at least seven (7) days prior to a public hearing on said proposed local law, and

BE IT FURTHER RESOLVED that the Town Board shall hold a public hearing in the matter of the adoption of the aforesaid local law to be held at the Town Hall at 1496 Route 300 in the Town of Newburgh, New York or, in the event Governor Andrew M Cuomo further suspends the requirements for in person meetings, by videoconference, in accordance with the Governor's Executive Orders 202.1, 202.15, 202.38, 202.48, 202.55 and 202.67 and subsequent extensions, on the __h day of November, 2020 at 7: __ o'clock, p.m., and

BE IT FURTHER RESOLVED that the Town Clerk give notice of such public hearing by the publication of a notice in the official newspapers of the Town, specifying the time when and the place where such public hearing will be held or the video conference information as the case may be, at least three (3) days prior to the public hearing, and posting of such notice together with a copy of such local law in accordance with the requirements of the Municipal Home Rule Law and Chapter 25 of the Code of the Town of Newburgh.

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 _____
Scott M. Manley, Councilman voting _____
Anthony R. LoBiondo, Councilman voting _____
Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.



MEMORANDUM

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
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Elliott M. Weiner
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COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: JCAP GRANT RESOLUTION;
OUR FILE NO. 800.1(B)() (2020)

DATE: OCTOBER 9, 2020

Enclosed please find the following draft resolution for the Town Board's consideration:

RESOLUTION OF SUPPORT TO CERTAIN INITIATIVES OF THE JUSTICE COURT OF THE TOWN OF NEWBURGH IN SUBMITTING AN APPLICATION FOR THE 2020 JUSTICE COURT ASSISTANCE PROGRAM (JCAP)

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

MCT:kac
Enclosure

cc: Joseph P. Pedi, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
Abigail Puntar, Chief Clerk to Justice Clarino (via e-mail)

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by video conference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the ___th day of October, 2020 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF SUPPORT
TO CERTAIN INITIATIVES OF THE
JUSTICE COURT OF THE TOWN OF
NEWBURGH IN SUBMITTING AN
APPLICATION FOR THE 2020 JUSTICE
COURT ASSISTANCE PROGRAM (JCAP)

Councilman/woman _____ presented the following resolution which was seconded by Councilman/woman _____.

WHEREAS, the Town of Newburgh Justice Court has taken the initiative of applying for a grant under the 2020 Justice Court Assistance Program (JCAP); and

WHEREAS, the Town of Newburgh Justice Court has provided each member of the Town Council with all of the details regarding this grant application, including the proposed use of any monies granted as a result of this application.

NOW, THEREFORE, BE IT RESOLVED that the Town of Newburgh Town Board, in its capacity as governing body of the Town of Newburgh, does hereby fully and completely support the initiatives of the Justice Court in applying for this grant.

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:

Elizabeth J. Greene, Councilwoman _____ voting _____

Paul I. Ruggiero, Councilman _____ voting _____

Scott Manley, Councilman _____ voting _____

Anthony R. LoBiondo, Councilman _____ voting _____

Gilbert J. Piaquadio, Supervisor _____ voting _____

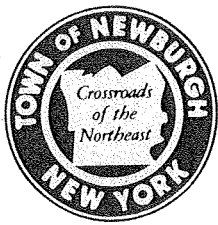
The resolution was thereupon declared duly adopted.

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

I, Andrew J. Zarutskie, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the ___th day of October, 2020, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this _____ day of October, 2020.

Joseph P. Pedi, Town Clerk



TOWN OF NEWBURGH

8A

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: October 8, 2020

Re: Part time Laborer

Mr Presutti would like to hire, as a part time laborer, Michael Ponesse, starting on or after October 26, 2020 to fill the vacant position. He will need to complete his paperwork, physical and drug/alcohol testing. Starting salary is \$12.50 per hour.

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: October 8, 2020

RE: Request to Hire P/T Laborer

At this time we are requesting your approval to hire Michael A. Ponesse as a Part Time Laborer to fill the opening in the Recreation Department left by Mr. Zuniga's resignation. Mr. Ponesse will be hired at the rate of 12.50/hour. The salary for this position is in the 2020 budget.

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

Regards,

Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: MICHAEL A. PONESSE

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME


HOURLY RATE: \$ 12.50

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 7110.5100

PROPOSED HIRE DATE: ON or AFTER 10/26/20

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


DEPARTMENT HEAD SIGNATURE

10/28/2020
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

8B

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: October 2, 2020

RE: Request to Hire Architectural Design Firm

We would like to request the Board's approval to begin the process to hire an architectural design firm to design drawings for the construction of a Recreation Center.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

9A

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓
Town Board Members

From: Charlene M Black, Personnel Director

Date: October 8, 2020

Re: Full Time Police Officers (3)

Please find attached the three candidates: Evan Longinott (who is already a part time police officer for the Town), Austin Joyce, and Matthew Ragni that Police Chief Campbell has recommended. They all have had their backgrounds and psychological testing done, which came back favorably. They are all Certified Police Officers. Their start date can be on or after October 19, 2020, pending their physical which Orange County Human Resources sends them for. Thank you in advance for your approval on these three gentlemen.



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

October 8, 2020

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Evan Longinott as a full-time police officer at a starting rate of \$62,712 per year. Mr. Longinott is currently reachable on the Orange County Civil Service Police Eligibility list as a resident of the Town of Newburgh and is currently working as a part-time police officer with the this agency. I am requesting Mr. Longinott receive a start date effective on or after October 19, 2020 pending the results of his Orange County physical. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Evan Longinotti

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

Full time
FULL TIME OR PART TIME: Full time

62,712 per year
HOURLY RATE: 62,712 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

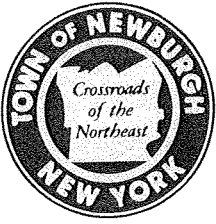
PROPOSED HIRE DATE: 10/19/2020

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

[Signature]
DEPARTMENT HEAD SIGNATURE

10/8/2020
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

9B

PERSONNEL DEPT.

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

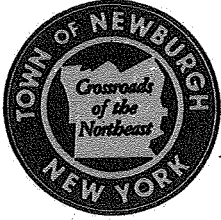
To: Supervisor Piaquadio
Town Board Members ✓

From: Charlene M Black, Personnel Director

Date: October 8, 2020

Re: Full Time Police Officers (3)

Please find attached the three candidates: Evan Longinott (who is already a part time police officer for the Town), Austin Joyce, and Matthew Ragni that Police Chief Campbell has recommended. They all have had their backgrounds and psychological testing done, which came back favorably. They are all Certified Police Officers. Their start date can be on or after October 19, 2020, pending their physical which Orange County Human Resources sends them for. Thank you in advance for your approval on these three gentlemen.



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

October 8, 2020

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Austin Joyce as a full-time police officer at a starting rate of \$62,712 per year. Mr. Joyce is currently reachable on the Orange County Civil Service Police Eligibility list as a resident of the Town of Newburgh and is currently working as a full-time police officer with the City of New York. I am requesting Mr. Joyce receive a start date effective on or after October 19, 2020 pending the results of his Orange County physical. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over the typed name.

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Austin Joyce

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

HOURLY RATE: Annual 62,712 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

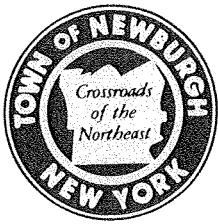
PROPOSED HIRE DATE: 10/19/2020

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


DEPARTMENT HEAD SIGNATURE

10/8/2020
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

9C

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board Members ✓

From: Charlene M Black, Personnel Director

Date: October 8, 2020

Re: Full Time Police Officers (3)

Please find attached the three candidates: Evan Longinott (who is already a part time police officer for the Town), Austin Joyce, and Matthew Ragni that Police Chief Campbell has recommended. They all have had their backgrounds and psychological testing done, which came back favorably. They are all Certified Police Officers. Their start date can be on or after October 19, 2020, pending their physical which Orange County Human Resources sends them for. Thank you in advance for your approval on these three gentlemen.



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

October 8, 2020

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Matthew Ragni as a full-time police officer at a starting rate of \$62,712 per year. Mr. Ragni is currently reachable on the Orange County Civil Service Police Eligibility list as a resident of the Town of Newburgh and is currently working as a full-time police officer with the City of New York. I am requesting Mr. Ragni receive a start date effective on or after October 19, 2020 pending the results of his Orange County physical. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Matthew Rogni

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: Full time

Annual
HOURLY RATE: 62,712 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: 10/19/2020

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

[Signature]
DEPARTMENT HEAD SIGNATURE

10/8/2020
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

10

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: October 7, 2020

Re: Part time Clerk Code Compliance



There is a request from Gerald Canfield, Code Compliance Supervisor, to hire Melissa Marcella as a part time clerk. Her salary will be \$12.50 per hour. Ms. Marcella will need to complete her paperwork, physical, drug/alcohol testing and fingerprints. Her hire date will be contingent on her completing all the above and your approval. The earliest date of hire would be on or after October 19, 2020. Thank you for your time in this matter.

TOWN OF NEWBURGH


Crossroads of the Northeast

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

To: Charlene Black , Personnel Director

October 6, 2020

From: Gerald Canfield Code Compliance Supervisor 

Re: Hiring P/T Clerk Position

Please accept this correspondence as notification of the results of the two interviews you have scheduled for the part time clerks position in the Code Compliance Department. Of the two candidates, we are recommending Melissa B. Marcella for the position.

Cc: Supervisor Piaquadio

Councilman Ruggiero

Ron Clum Accountant

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: MELISSA B. MARCELLO

DEPARTMENT: CODE COMPLIANCE

TITLE OF POSITION: CLERK

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$ 12.50

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: A3410.5100

PROPOSED HIRE DATE: 10-19-20

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


DEPARTMENT HEAD SIGNATURE

10/16/20
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



HIGHWAY DEPARTMENT

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 *MH/ch*

DATE: October 6, 2020

RE: Fall 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 Fall pick-up schedule. Pick-up will be for the week of November 16, 2020 to November 19, 2020 and November 20, 2020 for calls.

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

MH/ch

cc: Joseph P. Pedi, Town Clerk



TOWN OF NEWBURGH RESIDENTS LEAF AND BRUSH PICKUP – FALL OF 2020

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,
November 16, 2020 no later than 7:00A.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
Anthony LoBiondo, Councilman

Gil Paquadio, Supervisor

Scott M. Manley, Councilman
Paul I. Ruggiero, Councilman

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



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

2020 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 outdoor Halloween related activities.

The curfew will run from 9:00 pm until 6:00 am starting on Friday October 30th, 2020 through Saturday October 31st, 2020.

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.

PLEASE TAKE ALL COVID PRECAUTIONS.

Given Under My Hand and Seal
This 13th day of October 13th, 2020

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

13A

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 29, 2020
RE: Elmhurst Avenue Culvert Replacement

As part of their design engineering, CPL has prepared a construction cost estimate for the new culvert to be installed on Elmhurst Avenue. The cost estimate is \$500,000 plus approximately \$25,000 for construction engineering, administration, and observation, for a total of \$525,000.

CPL continues to prepare the final contract documents including the drawings and specifications for bid in the Spring of 2021. The Town Board must act to finance this project, presumably through a 20-year bond. The Project Engineer has identified this as a Type II action under SEQRA (replacement of an existing facility in-kind).

I recommend that the Board authorize the Town's Attorney to prepare the necessary resolutions authorizing the financing of the project.

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

JWO/mcd

cc: Mark Taylor, Town Attorney
Patrick Hines, Consulting Engineer's Representative
Ronald Clum, Town Accountant

Estimate 15643.00

Estimated Cost: \$433,780.00

Contingency: 15.00%

Estimated Total: \$498,847.00

Culvert Replacement Project
Elmhurst Avenue over Bushkill Creek
Town of Newburgh
PRECAST CONCRETE FRAME UNITS

Base Date: 06/01/21

Spec Year: 08

Unit System: E

Work Type: STRUCTURES

Highway Type: ASPHALT

Urban/Rural Type: ROLLING

Season: SPRING (3/21 to 6/20)

County: ORANGE

Latitude of Midpoint: 0

Longitude of Midpoint: 0

District: 08

Federal/State Project Number:

Estimate Type: DRAFT DAD

Prepared by JAT on 08/12/20

Checked by GVN

Estimate: 15643.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
<u>Description</u>					
<u>Supplemental Description</u>					
Group 0001: CULVERT					
0002	201.06	1.00	LS	\$1,000.00	\$1,000.00
CLEARING AND GRUBBING					
0004	202.120001	1.00	LS	\$6,500.00	\$6,500.00
REMOVING EXISTING SUPERSTRUCTURES					
0006	202.19	50.00	CY	\$230.00	\$11,500.00
REMOVAL OF SUBSTRUCTURES					
0008	203.02	40.00	CY	\$180.00	\$7,200.00
UNCLASSIFIED EXCAVATION AND DISPOSAL					
0010	203.03	640.00	CY	\$40.00	\$25,600.00
EMBANKMENT IN PLACE					
0012	203.21	190.00	CY	\$95.00	\$18,050.00
SELECT STRUCTURE FILL					
0014	206.01	880.00	CY	\$45.00	\$39,600.00
STRUCTURE EXCAVATION					
0016	207.26	120.00	SY	\$20.00	\$2,400.00
PREFABRICATED COMPOSITE STRUCTURAL DRAIN					
0018	209.13	400.00	LF	\$5.00	\$2,000.00
SILT FENCE-TEMPORARY					
0020	304.12	77.00	CY	\$85.00	\$6,545.00
SUBBASE COURSE, TYPE 2					
0022	402.128303	61.00	TON	\$150.00	\$9,150.00
12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION					
0024	402.198903	56.00	TON	\$150.00	\$8,400.00
19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION					
0026	407.0102	54.00	GAL	\$10.00	\$540.00
DILUTED TACK COAT					
0028	490.30	220.00	SY	\$30.00	\$6,600.00
MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE					
0030	553.020001	1.00	EACH	\$8,500.00	\$8,500.00
COFFERDAMS (TYPE 2)					
0032	555.0105	6.00	CY	\$650.00	\$3,900.00
CONCRETE FOR STRUCTURES, CLASS A					
0034	556.0202	600.00	LB	\$4.00	\$2,400.00
EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES					

Estimate: 15643.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
0036	559.16960118 PROTECTIVE SEALING OF STRUCTURAL CONCRETE	270.00	SF	\$3.00	\$810.00
0038	562.0101 REINFORCED CONCRETE SPAN UNITS	61.00	SY	\$1,250.00	\$76,250.00
0040	562.02 INVERT SLAB WITH CUT-OFF WALL	70.00	SY	\$650.00	\$45,500.00
0042	562.03 WING WALL WITH FOOTING	52.00	SY	\$1,250.00	\$65,000.00
0044	568.50 STEEL BRIDGE RAILING (TWO RAIL)	36.00	LF	\$155.00	\$5,580.00
0046	568.70 TRANSITION BRIDGE RAILING	128.00	LF	\$185.00	\$23,680.00
0048	595.50000018 SHEET-APPLIED WATERPROOFING MEMBRANE	1,600.00	SF	\$6.00	\$9,600.00
0050	606.120101 BOX BEAM END PIECE	1.00	EACH	\$600.00	\$600.00
0052	606.120201 BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	3.00	EACH	\$1,675.00	\$5,025.00
0054	606.73 REMOVING AND DISPOSING BOX BEAM GUIDE RAILING	155.00	LF	\$10.00	\$1,550.00
0056	610.1403 TOPSOIL - LAWNS	15.00	CY	\$120.00	\$1,800.00
0058	610.1602 TURF ESTABLISHMENT - LAWNS	135.00	SY	\$10.00	\$1,350.00
0060	620.04 STONE FILLING (MEDIUM)	20.00	CY	\$110.00	\$2,200.00
0062	620.0801 BEDDING MATERIAL, TYPE 1	8.00	CY	\$160.00	\$1,280.00
0063	623.11 CRUSHED GRAVEL (IN-PLACE MEASURE)	46.00	CY	\$85.00	\$3,910.00
0064	625.01 SURVEY OPERATIONS	1.00	LS	\$4,500.00	\$4,500.00
0066	637.11 ENGINEER'S FIELD OFFICE - TYPE 1	6.00	MNTH	\$1,200.00	\$7,200.00
0068	646.22 DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS	8.00	EACH	\$25.00	\$200.00

9:45:53AM

Wednesday, September 23, 2020

Estimate: 15643.00

<u>Line #</u>	<u>Item Number</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extension</u>
	<u>Description</u> <u>Supplemental Description</u>				
0070	646.31	8.00	EACH	\$50.00	\$400.00
	STEEL POST, 1.1 LB/FT				

Total for Group 0001:\$416,320.00

Group 0002: WZTC

0072	619.01	1.00	LS	\$12,500.00	\$12,500.00
	BASIC WORK ZONE TRAFFIC CONTROL				
0074	619.04	16.00	EACH	\$110.00	\$1,760.00
	TYPE III CONSTRUCTION BARRICADE				
0076	619.1711	80.00	LF	\$40.00	\$3,200.00
	Temporary Positive Barrier - Category 1 (Pinning Prohibited)				

Total for Group 0002:\$17,460.00

13B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: Patrick J. Hines, Consulting Engineer's Representative *PJH*
DATE: September 29, 2020
RE: Roseton Hills Sewer Project Electrical Contract – Time Extension

Attached is a Change Order for time extension for the Electrical Contract for the Roseton Hill's Sewer Project.

The Change Order is a no cost Change Order to extend the time of completion for the project. The Change Order extends the time of completion from 120 days to 252 days; which is an increase of 132 days.

This extension is the same time extension provided to the General Contractor Jorrey Excavating.

The time extension is to address delays caused by Covid-19 issues and NYSDOT road crossing permit delays.

PJH/mcd
Attachment

cc: James Osborne, Town Engineer



CHANGE ORDER

NO. 1

OWNER's Project No. _____

ENGINEER's Project No. 16-127

Project: Town of Newburgh - Roseton Sewer District Improvements


Contract For: Electrical Construction

Contract Date: 17-Jan-20

TO: Harry Rotolo & Son
CONTRACTOR

You are directed to make the changes noted below in subject Contract:

Town of Newburgh
OWNER

By: 
Gil Praquadio
 Title: Supervisor

Dated: 9/29/2020

Nature of Changes:

Addition of 132 calendar days to bring contract current and allow for the completion of remaining work.

Enclosures:

These changes result in the following adjustment of Contract Price:

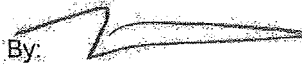
Contract Price Prior to This Change Order	<u>\$76,200.00</u>
Net Change Resulting from This Change Order	<u>0.00</u>
Current Contract Price Including This Change Order	<u>\$ 76,200.00</u>

These changes result in the following adjustment of Contract Time:

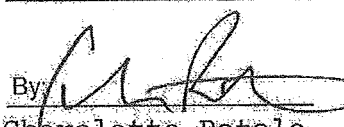
Contract Time Prior to This Change Order	<u>120 days</u>
Net Change Resulting from This Change Order	<u>132 days</u>
Current Contracting Time Including This Change Order	<u>252 days</u>
New Time of Completion Date is	<u>November 1, 2020</u>

Recommendation from Engineer:

McGoey, Hauser & Edsall
Consulting Engineers, D.P.C.

By: 
Michael W. Weeks
Principal
Date: Sept 9 2020

*The Above Changes are Approved at the Above Referenced Change in
Contract Price and Contract Time:*

Harry Rotolo & Son
By: 
Charolette Rotolo
Secretary/Treasurer
Date: 9/9/20

13C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: James W. Osborne, Town Engineer *JWO*

DATE: September 24, 2020

RE: Chadwick Lake Filter Plant (CLFP) – Instrumentation Upgrades

In preparation for the upcoming Delaware Aqueduct shutdown, one area of concern for the reliable operation of the Chadwick Lake Filter Plant is the Programmable Logic Controller (PLC) that is at the heart of the instrumentation and control system for the plant. The existing system was designed and installed during the last major plant upgrade completed in 1995 and even though the PLC was replaced once, it was an in-kind replacement that does not take advantage of additional functionality available in newer technology.

Therefore, CAMO has recommended that the PLC be replaced with an upgraded unit – one that provides for greater flexibility and control options for when the CLFP becomes the Town's primary water supply during the Delaware Aqueduct shutdown. It is recommended that the current PLC be upgraded to an Allen-Bradley PLC, the same manufacturer and capability as used at the Delaware Aqueduct Tap Water Treatment Plant.

The estimated cost for the purchase of the required equipment, installation, and programming is \$200,000. Funds are available in this year's budget to complete this work. Therefore, I am requesting authorization to solicit a proposal from GHD to prepare the necessary contract documents and oversee the installation and complete the System Control and Data Acquisition (SCADA) programming.

As the above requires Town Board action, I am requesting that this 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/mcd

cc: Jeff Guido, Water Department Manager
Daniel Bertola, CAMO Supervisory Operator
Ronald Clum, Town Accountant



September 4, 2020

Mr. Jim Osborne, PE
Town Engineer
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Dear Mr. Osborne:

**Re: Proposal for SCADA Computer and Software Upgrade
Town of Newburgh DAT and Chadwick Water Treatment Plants**

We offer the Town this proposal to upgrade the SCADA computers and associated software at the Delaware Aqueduct Tap (DAT) and Chadwick Water Treatment Plants.

1. Project Background / Understanding

The Town's existing SCADA computer hardware at the Chadwick and DAT WTPs were purchased in May 2011 and June 2013, respectively, with 5-year manufacturer warranties backed by Dell. These warranties have since expired. The Windows Operating Systems (OS) on the desktop computers utilize Windows 7 OS, which Microsoft discontinued support for on January 14, 2020. The tower server at the DAT hosts the SCADA Historian, which utilizes Microsoft's Server 2008 OS and has similarly been discontinued by Microsoft on January 14, 2020. It is important to note that Microsoft ceases to issue security patches for Operating Systems that are no longer supported, which creates a security vulnerability for the Town's SCADA applications. Of greater concern is the expiration of the computer manufacturer's warranty, which creates a hardware reliability and continuity of operations risk if the hardware were to fail while the computer is out of warranty. Note that computer hardware warranties cannot be extended nor renewed. It is also worthwhile to note that the existing computers have been in operation for over 7 years without any significant hardware nor software issues, which is a testament to the quality and selection of the computer hardware, the software implementation and configuration, and the maintenance of the system.

The operating systems available with the purchase of new computers necessitates the upgrade of several software programs that reside on the SCADA computers. In preparation of this proposal, we have evaluated the compatibility of the existing HMI software (GE iFIX), reporting software (XLReporter), and software-based alarm notification program (WIN911) and have ascertained that each of these software components require an upgrade to newer versions in order to accommodate operating systems currently available with the purchase of new computers. Currently available Windows Operating Systems are Windows 10 and Server 2019.



As such, we are proposing that the Town prepare to upgrade the SCADA software and computers at both WTPs as soon as possible. The following scope of work includes all costs necessary to upgrade the SCADA software and computers at both WTPs.

2. Scope of Services

Task 1 – HMI Software and Select Computer Hardware Upgrade

1. Purchase and install new GE iFIX 6.1 and Historian 8 software to upgrade existing GE iFIX HMI software at the DAT and Chadwick WTPs to the latest version. The latest software versions available at the time of order will be procured.
2. Purchase, configure and install four (4) new Dell Precision desktop computers to replace existing redundant SCADA computers in the DAT control room and Chadwick WTP. Desktop computers will be equipped with RAID1 redundant hard drives and include the resources by way of CPU, RAM, and storage space necessary for this application. Each computer will come equipped with a new keyboard, mouse, and 27-inch wide-screen monitors with 16:9 aspect ratio, Windows 10, and a 5-year Dell warranty.
3. Purchase, configure, and install one new Dell PowerEdge tower server to replace the existing Historian server. Server will be equipped with RAID1 redundant 2 TB solid-state and hot-swappable hard drives, and include the resources required by the Historian application. The Server 2019 OS will be utilized with a 5-year Dell warranty supplied.
4. Purchase, configure, and install one new panel-mounted industrial PC (IPC) to replace the existing IPC installed at the DAT Finished Water Pumping Station. This IPC will be supplied with a touchscreen and manufacturer's 1 year warranty (the only warranty option available).
5. Purchase, configure, and install new GE iFIX licenses to replace existing GE iFIX software functionality. Existing graphics will be reused and are not required to be modified under this upgrade. All existing HMI functionality will remain unmodified. Modifications may be made under GHD's SCADA Maintenance agreement, if desired.
6. Perform an onsite visit to install new computers, remove existing computers from service, and validate functionality of upgraded applications and computers.
7. Purchase, configure, and install the latest version of SyTech XLReporter, which is the reporting software currently used at both plants to generate reports. Existing reports will be migrated to utilize this latest version. No new reports are required.
8. Purchase, configure, and install an upgrade to the existing WIN911 Pro/V7 application to WIN911 "Interactive". WIN911 Interactive is WIN911's new alarm notification program. This upgrade is required to maintain compatibility with the latest version of GE iFIX software. It also requires replacement of the existing voice modems at both plants.



Task 1 Fee

GHD will provide Task 1 on a lump sum basis not-to-exceed \$87,500. Note that the majority of this fee are computer hardware and software costs.

3. Project Schedule

The following delivery schedule for the design is anticipated to be complete from the date of fully-executed agreement within the number of days outlined below.

Task 1 – HMI Upgrade.....90-120 days*

*Due to the COVID-19 pandemic, customized computer builds may take longer than normal. In order to achieve this timeline, a lead time of 4 weeks upon computer order has been accommodated. Further delay in computer shipment will proportionately extend the delivery schedule.

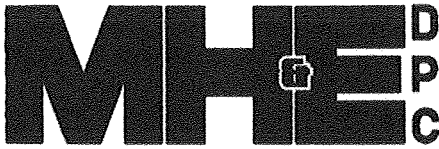
If you have any questions or require any additional information, please call.

Sincerely,
GHD

C. Dustin Sedlack
Associate

CDS/mrv

cc: Bob Armacost, GHD
Kevin Castro, PE GHD



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

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT, VA & CT)
PATRICK J. HINES
LYLE R. SHUTE, P.E., LEED-AP (NY, NJ, PA)

13D
Main Office
33 Airport Center Drive
Suite 202
New Windsor, New York 12553

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

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

25 September 2020

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GIL PIAQUADIO, TOWN SUPERVISOR
**SUBJECT: CBPS STORMWATER SECURITY
TOWN PROJECT #18-20**

Dear Supervisor Piaquadio,

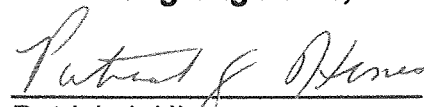
This office has reviewed a cost estimate prepared by Nosek Engineering for the stormwater drainage improvements and erosion and sediment control depicted on plans last revised 20 December 2019. The unit prices are based on costs provided to the applicant's representative by MH&E. Based on the above, this office takes no exception to the Town Board accepting stormwater security in the amount of \$71,000.00 (rounded up from \$70,658.00) for the soil erosion/sediment control and stormwater management system proposed on the subject project.

A copy of the bond estimate prepared by Nosek Engineering is attached for your use. An inspection fee consistent with the Town of Newburgh's fee schedule should also be posted.

Please feel free to contact the undersigned should you have any questions or comments regarding this matter.

Respectfully Submitted,

**McGoey, Hauser & Edsall
Consulting Engineers, D.P.C.**


Patrick J. Hines
Principal

CC: Gerald Canfield, Code Compliance Supervisor
John P. Ewasutyn, Chairman, Planning Board
John Nosek, Nosek Engineering

**Construction Cost Estimate
Stormwater Improvements
CBPS Realty, LLC
Storage Facility
Town of Newburgh, Orange County NY
Revised 2/1/2020
Revised 8/7/2020**

ITEM #	DESCRIPTION	UNIT	QTY	PER UNIT	TOTAL
1	Storm Water Pond Excavation	CF	72,000	\$0.20	\$14,400
2	Outlet Structure	EA	1	\$5,500	\$5,500
3	Catch Basin	EA	1	\$4,888	\$4,888
4	15" HDPE PIPING	LF	288	\$ 75.00	\$ 21,600
5	24" HDPE	LF	17	\$ 101.75	\$1,730
6	Bio-Retention Areas	SF	4,000	\$ 2.50/SF	\$10,000
7	Emergency Overflow	LS	1,500	LS	\$ 1,500
8	Swales	LF	800	\$2.00	\$1,600
9	Flared End Sections	EA	6	\$ 815.00	\$ 4,890.
10	Silt Fence	LF	700	\$ 6.50	\$ 4,550

TOTAL:

\$ 70,658

13E

October 6, 2020

Town of Newburgh
1496 Route 300
Newburgh, NY 12550
c/o Patrick Hines: phines@mhepc.com

*Re: Proposal for Professional Services
Mount St. Mary College – Desmond Campus
6 Albany Post Road, Town of Newburgh, Orange County, NY
Chazen Proposal # PM202.03*

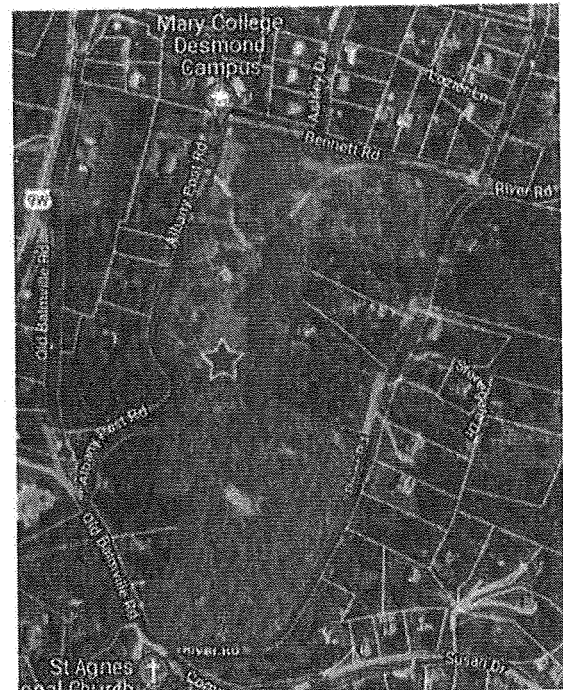
To whom it may concern:

The Chazen Companies (Chazen) thank you for the opportunity to present this Professional Services proposal for a Phase I Environmental Site Assessment (ESA) of the above-referenced property. We understand the site is an approximately 25.8-acre property identified on the Orange County Tax Map as Section 43, Block 5, Lot 25.1. The site is developed with a mansion constructed in 1883, three outbuildings (including a detached garage), and a parking lot. The green shaded area on the provided image shows the approximate boundary of the site.

The following represents the scope of work you have requested. Please refer to the Fee and Time Schedule Summary table near the end of this proposal for the costs and time schedules associated with this task.

TASK 01- PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

Chazen proposes to perform a Phase I ESA of the site in accordance with the scope and limitations set forth in the ASTM Practice E 1527-13 (Phase I ESA Process). The purpose of a Phase I ESA is to identify recognized environmental conditions (RECs) or Significant Data Gaps (SDGs) on a property. Under ASTM E 1527-13 Standard Practice, a REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. The Phase I ESA will include a review of historical site uses; interviews with parties knowledgeable about the site; a site visit including areas where petroleum and chemical are stored, used, and/or disposed of, and viewing the accessible periphery of the site; and a review of



New York: Hudson Valley • Capital District • North Country • Westchester
Tennessee: Nashville • Chattanooga Oregon: Portland

federal and state databases.

As the Town is the client, we will not submit a FOIL request for Town documents, but will provide a list of Town documents that are typically included in a FOIL request as part of this Phase I ESA.

The Phase I ESA will include a Tier 1 vapor encroachment screening consistent with the 2015 ASTM E2600-15: *Standard Guide for Vapor Encroachment Screening on a Property Involved in Real Estate Transactions*. Vapors can come from contaminants on the site or from contaminant plumes flowing under the site from nearby properties. Chazen will use the boundaries of the site when conducting the Tier 1 vapor encroachment screen, as this assessment is not specific to the developed area(s) of a property.

Report Preparation

Chazen will prepare a report of the findings generated during the Phase I ESA. The report will include figures of the site area including a USGS topographical map, tax map and aerial photograph, and relevant photographs obtained during the site visit. A portable document format (pdf) of the report will be submitted.

Limitations

This proposal includes the cost for only those specific services delineated above. Additional items not addressed as part of this proposal include:

- The following are several non-scope considerations that are excluded from the standard ASTM 1527-13 scope of work. This list is not intended to be all-inclusive, and will not be investigated unless specifically requested by the Client:
 - Hazardous building materials (e.g., Asbestos-Containing Building Materials, Lead-Based Paint, Mercury-Containing Building Materials)
 - Lead in Drinking Water
 - Regulatory Compliance
 - Cultural and Historic Resources
 - Health and Safety
 - Radon
 - Mold
 - Ecological Resources, Endangered Species, and Wetlands
 - Indoor Air Quality
 - Biological agents
 - Industrial Hygiene
- Responses from public agencies are typically obtained within three weeks; therefore, client imposed time constraints of less than 20 business days may result in data gaps producing incomplete assessments. Some government offices are currently closed or have restricted access due to COVID-19 and a data gap may result if files are not available for review.
- No ESA can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. The performance of a Phase I ESA consistent with ASTM Standard E 1527-13 is intended to reduce, but not eliminate, such uncertainty regarding the potential for RECs in connection with a property, and this practice recognizes reasonable limits of time and cost. The information presented in the report will be limited to the investigation conducted and described herein, and is not necessarily all inclusive of conditions present at the site.

- A Phase I ESA process is intended to permit the user to satisfy the “all appropriate inquiry” requirement for a party to qualify for a landowner liability protection under CERCLA. All appropriate inquiry researches previous ownership and uses of a property consistent with good commercial practices and does not constitute an exhaustive assessment of a property. To help the client qualify for a CERCLA landowner liability protection, Chazen will ask the client and any additional users of the Phase I ESA report (e.g., lending institutions) to provide specific information that will help identify the possibility of RECs in connection with the property. A “User Questionnaire” will be provided to the client at the start of the Phase I ESA process. The User will be requested to provide recorded land title and judicial records (different from chain of title reports), with a search for environmental liens and activity and use limitations (e.g., deed restrictions and environmental easements). If the client would like Chazen to coordinate the environmental lien and AUL search, additional charges will apply, which can be provided upon request.
- Phase I ESAs compliant with ASTM E 1527-13 are representative of conditions evaluated during the report-preparation period and reports are valid for 180 days.

Client Responsibilities

- Chazen will use County GIS data and a GPS to identify site boundaries in the field, acknowledging GPS technology limitations, unless a current property boundary survey map or similar is provided prior to the site visit. If available, the client will provide land title information suitable to establish the past 50 years of property ownership.
- The client will ensure access to records (e.g., previous environmental reports/documentations, town records, etc.) and arrange permission for Chazen to inspect the site and all on-site structures. Please note that there is a significant value and importance to making relevant records available for review prior to the site visit being performed. If substantial records of previous environmental assessments/investigations are provided, additional charges may apply.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Lump Sum tasks will be billed according to milestone completions for each deliverable, or commensurately with the percentage of the task which has been completed. The proposed schedule is shown and is contingent on obtaining timely access to all areas of the site for inspection.

Fee and Time Schedule Summary

Task No.	Task Description	Lump Sum Fee Bill	Proposed Schedule
01	ASTM E 1527-13 Phase I ESA	\$2,675	Start: Upon authorization End: Four weeks from authorization

Agreement

Attached, please find a copy of our Standard Agreement. Return receipt of the signed Agreement will be our authorization to schedule the performance of this work. Please be aware that the projected task start and completion dates are based on timely receipt of the signed Agreement. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

We have enjoyed working with the Town and appreciate the opportunity to do so again. Please feel free to contact me at (845) 486-1555 or Arlette St. Romain at (518) 824-1928 if you have any questions. We look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon Froedden".

Sharon Froedden
Environmental Scientist

Attachments: Standard Agreement

AGREEMENT MADE this _____ day of _____ 2020 by and between Chazen Engineering, Land Surveying, Landscape Architecture & Geology Co., D.P.C., a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and Town of Newburgh, 1496 Route 300, Newburgh, NY 12550 (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated October 6, 2020 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

A retainer in the amount of \$ _____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

- A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
- B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
- C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
- D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.
9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

- 10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
- 11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
- 12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
- 13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

Town of Newburgh, 1496 Route 300, Ne
CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C.



50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com

October 6, 2020

Town of Newburgh
C/O Mr. Patrick J. Hines
Principal
McGoey, Hauser & Edsall Consulting Engineers D.P.C.
33 Airport Center Drive
Suite 202
New Windsor, NY 12553
Via Email: phines@mhepc.com

Re: *Proposal*
Phase I Environmental Site Assessment (ESA)
Mount Saint Mary College Desmond Campus Site
6 Albany Post Road, Town of Newburgh, Orange County, New York

Dear Mr. Hines:

As requested, C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. (C.T. Male) is pleased to submit this proposal for conducting a Phase I Environmental Site Assessment (ESA) for the above referenced site. The site is understood to be an approximate 25.8 acre parcel of land, referenced with the tax map number Section 43, Block 5, Lot 25.1. The site is understood to be improved with a number of buildings including a mansion, a garage, a machine shed and a barn. This scope of service has been developed based on McGoey, Hauser and Edsall Consulting Engineers D.P.C.'s Request for Proposal (RFP) dated October 5, 2020.

The ESA will be performed in accordance with ASTM E-1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The purpose of the ESA is to reasonably identify ASTM defined Recognized Environmental Conditions (RECs), and to conduct all appropriate inquiry (AAI) into the previous ownership and uses of the property. RECs are defined as: the presence or likely presence of hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The environmental site assessment will consist of the following scope of work:

- A site reconnaissance, including a walkthrough of the site buildings and site grounds, to identify areas of potential environmental concern;
- Interview with site representative knowledgeable of current and former site operations;
- Review of municipal property records and information provided by local government agencies;

C.T. MALE ASSOCIATES

Proposal

Page - 2

- Review of historical information and documents;
- Review of federal and state agency database information for the subject property and neighboring properties to identify potential concerns that could adversely affect the environmental condition of the property.
- Preparation of a report documenting the findings of the environmental site assessment. One electronic version of the report will be provided.

This proposal does not include addressing ASTM out of scope issues or conditions, but could be provided if requested by the client at an additional fee. Out of scope issues include:

- | | |
|---------------------------|---------------------------------|
| ➤ Ecological Resources | ➤ Radon |
| ➤ Lead in Drinking Water | ➤ Cultural & Historic Resources |
| ➤ Wetlands | ➤ Regulatory Compliance |
| ➤ Industrial Hygiene | ➤ Health & Safety |
| ➤ Indoor Air Quality/Mold | ➤ Endangered Species |
| ➤ Asbestos | ➤ Lead Based Paint |

The Phase I ESA can be completed within 30 days from formal authorization to proceed. Final completion of the ESA is dependent upon the timeliness of our receipt of applicable information from the client and file information from regulating agencies through the Freedom of Information Law (FOIL) request program and receipt of "user" information ("User Questionnaire", Section X3 of the Standard). In addition to the completion of the User Questionnaire, it is the client's responsibility to obtain and provide to C.T. Male land title records which in addition to providing the chain of title focuses on the restrictions of the record of title, specifically liens and Activity and Use Limitations (AULs).

Our lump sum fee to perform the Phase I ESA is \$2,100.00. This fee assumes timely and unrestricted access into the site buildings and grounds.

If you have any questions or require any additions or changes to our proposed scope of service, please feel free to contact me at (518) 223-2413. We appreciate the opportunity to work with you on this project.

Sincerely,
C.T. MALE ASSOCIATES



Aimee Smith
Project Manager - Sr. Environmental Scientist

Enclosures: User Questionnaire
Contract Agreement

CONTRACT AGREEMENT

Project No.: _____

Agreement made this 6th day of October 2020, by and between C.T. MALE ASSOCIATES ENGINEERING, SURVEYING, ARCHITECTURE, LANDSCAPE ARCHITECTURE & GEOLOGY, D.P.C., a Design Professional Corporation registered in New York State and authorized to do business in the State of New York, (hereinafter called C.T. MALE ASSOCIATES); and TOWN OF NEWBURGH (hereinafter called the CLIENT).

CLIENT and C.T. MALE ASSOCIATES agree as follows:

A. CLIENT and C. T. MALE ASSOCIATES, for the mutual consideration hereinafter set forth, agree as follows:

C.T. Male will perform a Phase I Environmental Site Assessment of the Mount Saint Mary College Desmond Campus Site which is located at 6 Albany Post Road in the Town of Newburgh, Orange County, NY per our proposal dated October 6, 2020.

B. CLIENT agrees to pay C. T. MALE ASSOCIATES as compensation for services as follows:

Lump Sum Fee of \$2,100.00.

Fees and other charges will be invoiced monthly. The amount of each invoice shall be due at the time of billing. When bills are not paid within 30 days, a late payment service charge will be charged on any unpaid balance at the rate of 1.25% compounded monthly (annual rate of 15%) or the highest rate allowable under applicable State law, whichever is higher.

C. CLIENT shall furnish the following:

- Title information
- Existing survey map or site plan
- Access to the site grounds and structures
- Signed Contract Agreement
- Copies of Environmental Reports and Permits
- User Questionnaire

D. This Agreement, as signed by the CLIENT and/or his/her representative, includes the following Standard Terms and Conditions incorporated herein by this reference.

E. The person signing this Agreement warrants he/she has authority to sign as, or on behalf of, the CLIENT. If such person does not have such authority, it is agreed that he/she will be personally liable for all breaches of this Agreement, and that in any action against them for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

F. CLIENT shall provide C.T. MALE ASSOCIATES personnel with any information regarding potential hazards or whether personal protective measures are required when working on project site(s) associated with this contract and that C.T. MALE ASSOCIATES personnel be afforded the opportunity to review any health and safety plan available for site(s) that they will be working on.

AGREED TO:

TOWN OF NEWBURGH

1496 Route 300
Newburgh, New York 12550
Phone: (845) 564-4554
Email:

AGREED TO:

**C.T. MALE ASSOCIATES ENGINEERING, SURVEYING,
ARCHITECTURE, LANDSCAPE ARCHITECTURE &
GEOLOGY, D.P.C.**

50 Century Hill Drive
Latham, NY 12110
Phone: (518) 786-7400
Fax: (518) 786-7299

By: _____
(Authorized Signature/Date)

By: _____
Aimee Smith (Date)

Title: _____

Title: Project Manager- Sr. Environmental Scientist

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **EXTRA WORK:** Extra work shall include, but not be limited to, additional office or field work caused by policy or procedural changes or governmental agencies, changes in the project, and work necessitated by any of the causes described in Paragraph 5 hereof. All extra work to be authorized by CLIENT in writing prior to commencement by C.T. MALE ASSOCIATES.

2. **OWNERSHIP OF DOCUMENTS AND/OR ELECTRONIC MEDIA FILES:** All tracings, specifications, computations, survey notes and media files and other original documents as instruments of service are and shall remain the property of C.T. MALE ASSOCIATES unless otherwise provided by law. CLIENT shall not use such items on other projects without C.T. MALE ASSOCIATES' prior written consent. C.T. MALE ASSOCIATES shall not release CLIENT's data without authorization.

3. **LIMITATIONS OF PROBABLE COST:** Any opinion of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

4. **APPROVAL OF WORK:** The work performed by C.T. MALE ASSOCIATES shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within 30 days of the invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective.

5. **DELAY:** Any delay, default, or termination in or of the performance of any obligation of C.T. MALE ASSOCIATES under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove C.T. MALE ASSOCIATES' work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of C.T. MALE ASSOCIATES' work, or any other acts of the CLIENT or any other Federal, State, or local government agency, or any other cause beyond C.T. MALE ASSOCIATES' reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of C.T. MALE ASSOCIATES as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

6. **TERMINATION:** The obligation to provide further services under 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 through no fault of the terminating party. In the event of any termination, C.T. MALE ASSOCIATES shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses. For purposes of this section, the failure of the CLIENT to pay C.T. MALE ASSOCIATES within thirty (30) days of receipt of an invoice shall be considered such a substantial failure. In the event of a substantial failure on the part of the CLIENT, C.T. MALE ASSOCIATES, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured without consequence. No delay or omission on the part of C.T. MALE ASSOCIATES in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion.

7. **INDEMNIFICATION:** CLIENT shall indemnify, defend and hold C.T. MALE ASSOCIATES harmless for any and all loss, cost, expense, claim, damage, or liability of any nature arising from: (a) soil conditions; (b) changes in plans or specifications made by CLIENT or others; (c) use by CLIENT or others of plans, surveys, or drawings unsigned by C.T. MALE ASSOCIATES or for any purpose other than the specific purpose for which they were designed; (d) job site conditions and performance of work on the project by others; (e) inaccuracy of data or information supplied by CLIENT; and (f) work performed on material or data supplied by others, unless said loss was solely caused by C.T. MALE ASSOCIATES' own negligence.

8. **LITIGATION:** Should litigation be necessary to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collection, including without limitation, fees, court costs, and attorney's fees (including such costs and fees on appeal), shall be the obligation of the CLIENT.

9. **REPLACEMENT OF SURVEY STAKES:** C.T. MALE ASSOCIATES, if included in Paragraph A of the Agreement, will provide necessary construction stakes. In instances where it is determined that negligence on the part of the CLIENT or others results in the need for restaking, the cost of such restaking will be billed as an extra to the CLIENT on a time basis. It will be the CLIENT's responsibility to provide adequate protection of the stakes against his own negligence or the negligence of those working for or with him and against vandalism by others. If staking is ordered by the CLIENT or others prematurely and construction does not take place, it will also be the CLIENT's responsibility to protect said stakes until such time as construction takes place.

10. **MAPPING:** Areas obscured by dense vegetation or shadow will be labeled as "DENSE WOODS", "SHADOW", or "OBSCURED AREA". C.T. MALE ASSOCIATES cannot certify as to the accuracies within these areas. Field verification of such area(s) must be undertaken and is not included within the scope of this Agreement unless explicitly stated.

11. **OBSERVATION AND TESTING OF CONSTRUCTION, SAFETY:** The observation and testing of construction is not included herein unless specifically agreed upon in the Scope of Services as set forth in Paragraph A of this Agreement. It should be understood that the presence of C.T. MALE ASSOCIATES' field representative will be for the purpose of providing observation and field testing. Under no circumstances is it C.T. MALE ASSOCIATES' intent to directly control or supervise the physical activities of the contractor's workmen to accomplish the work on this project. The presence of C.T. MALE ASSOCIATES' field representative at the site is to provide the CLIENT with a continuing source of information based upon the field representative's observations of the contractor's work, but does not include any superintending, supervision, or direction of the actual work of the contractor or the contractor's workmen. The contractor should be informed that neither the presence of C.T. MALE ASSOCIATES' field representative nor observation and testing personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that C.T. MALE ASSOCIATES will not be responsible for job or site safety on the project.

12. **RESTRICTIONS ON USE OF REPORTS:** It should be understood that any reports rendered under this Agreement will be prepared in accordance with the agreed Scope of Services and pertain only to the subject project and are prepared for the exclusive use of the CLIENT. Use of the reports and data contained therein for other purposes is at the CLIENT's sole risk and responsibility.

13. **RISK ALLOCATION:** The CLIENT agrees that C.T. MALE ASSOCIATES' liability for damages to the CLIENT for any cause whatsoever in connection with this project, and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the greater of \$100,000.00, or C.T. MALE ASSOCIATES' total fee for services rendered on the project.

14. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. **CLIENT RESPONSIBILITIES:** Client shall be responsible for providing all reasonable assistance required by C.T. MALE ASSOCIATES in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide the following:

Reasonable ingress to and egress from the Site by C.T. MALE ASSOCIATES and/or its subcontractors and their respective personnel and equipment.

Clean, secure, and unobstructed space and areas at the Site for C.T. MALE ASSOCIATES equipment and vehicles or those of C.T. MALE ASSOCIATES' subcontractors.

Information in the possession of Client (including, without limitation, facility and/or Site schematics, engineering drawings and plot plans) detailing the construction of facilities located underground or above ground at the Site that pertain to the stated scope of work or are necessary to assist C.T. MALE ASSOCIATES in performing Services and/or to successfully carry out the project.

Prior to any boring, drilling, and/or excavation work being commenced by C.T. MALE ASSOCIATES, the specific location(s) of such work will be provided to Client. Prior to any boring, drilling, excavation or other intrusive subsurface activities on the Site, Client or Client's representative shall identify any private and public subsurface obstruction or utility that Client or its representative knows or believes to exist at the Site. C.T. MALE ASSOCIATES, at its discretion, may contact the local public utility locator and, if agreed by Client, a private utility locator to determine the existence and location of subsurface obstruction or utilities. Client or Client's representative will provide C.T. MALE ASSOCIATES with prior approval of each location where C.T. MALE ASSOCIATES will carry-out any intrusive activity on the Site. Client agrees that if C.T. MALE ASSOCIATES or its subcontractor causes damage to a subsurface obstruction or utility that was not properly identified by Client, or marked by the public utility locator or private utility locator, if any, the Client shall indemnify, defend and hold harmless C.T. MALE ASSOCIATES, its officers, directors, employees and independent contractors from and against any and all claims, costs, fines, or other liability arising out of, or in connection with any damage to any such subsurface obstruction or utilities, except to the extent such claims, costs, fines, or other liability are caused by C.T. MALE ASSOCIATES' negligence or willful misconduct.

16. **CONTROLLING LAWS:** This Agreement is to be governed by the laws of the State of New York.

17. **INSURANCE** C.T. MALE ASSOCIATES shall procure and maintain throughout the period of this agreement, at C.T. MALE ASSOCIATES' own expense, insurance for protection from claims under worker's compensation, temporary disability and other similar insurance required by applicable State and Federal laws, and

C.T. MALE ASSOCIATES

shall maintain general and professional liability insurances. Certificates for all such policies of insurance shall be provided to the CLIENT upon written request. C.T. MALE ASSOCIATES shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

18. STANDARD OF CARE: CLIENT agrees that in performing requested tasks, in accordance with this contract or amendments thereto, C.T. MALE ASSOCIATES will provide statements of adherence to standards or specifications only when said standards or specifications are included in the scope of services. In the event C.T. MALE ASSOCIATES is required to sign a statement or certificate on behalf of CLIENT, which differs from or exceeds the scope of services contracted for, CLIENT hereby agrees to indemnify and hold C.T. MALE ASSOCIATES harmless from any liability arising from or resulting from such statement or certificate.

19. SUCCESSORS AND ASSIGNS: Neither CLIENT nor C.T. MALE ASSOCIATES shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

20. MEDIATION: CLIENT and C.T. MALE ASSOCIATES agree to resolve all claims, disputes or controversies, or in relation to the interpretation, application or enforcement of this agreement through mediation. The parties further agree that the CLIENT will require, as a condition for participation in the project and their agreement to perform labor or services, that all contractors, subcontractors, subcontractors and material-persons, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties shall agree to this procedure.

21. EQUAL EMPLOYMENT OPPORTUNITY: C.T. MALE ASSOCIATES is committed to equal employment opportunity for all persons regardless of race, color, sex, age, national origin, marital status, handicap, or veteran's status. In striving to eliminate discrimination in the workplace, it is our policy to deal only with sub-contractors, vendors, suppliers, and other affiliates who recognize and support equal employment opportunity and comply with all applicable State and Federal Equal Employment Opportunity laws and regulations including the annual filing of Standard Form EEO-1.

22. NOTICES: All notices called for by this Contract shall be in writing and shall be deemed to have been sufficiently given or served when presented personally and when deposited in the mail, postage prepaid, certified and return receipt requested.

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TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board
FROM: James W. Osborne, Town Engineer *JWO*
DATE: September 29, 2020
RE: Crossroads Sewer District – Budget Transfer

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

From: G5018.8130.9902 (Interfund Transfers)
To: G5010.8130.5472 (Consultants)
Amount: \$87,500

This transfer is necessary to cover the costs associated with contracted personal services to the Crossroads Sewer District.

As the above requires Town Board action, I am requesting that this 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/mcd

cc: Jeff Guido, Sewer Department Managers
Ronald Clum, Town Attorney
Patrick J. Hines, Consulting Engineer's Representative