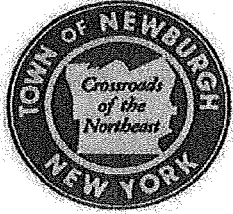


#17



Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550  
845-564-4552

Date: 11/4/2021

Is the budget adjustment under \$7,500 ?      Yes \_\_\_\_\_      No X

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To cover expenses due to  
Hurricane Ida

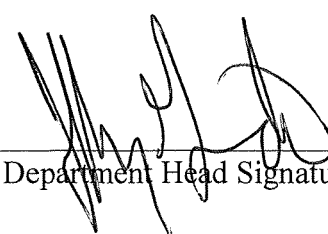
From: Account Number: 8130-5459-5010  
Account Description: Chemicals      Amount: \$8,000.00

From: Account Number: 8130-5200-5010  
Account Description: Equipment      Amount: \$20,000.00

To: Account Number: 8130-5499-5010  
Account Description: Other Expenses      Amount: \$28,000.00

To: Account Number: \_\_\_\_\_  
Account Description: \_\_\_\_\_      Amount: \_\_\_\_\_

*Please note: The total of the from and to should equal*

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Gil Piaquadio, Town Supervisor

#8

MEMORANDUM OF AGREEMENT

Between

THE ORANGE COUNTY SHERIFF

And

LOCAL AND STATE POLICE AGENCIES

**POLICY:** Establish an agreement between the Orange County Sheriff's Office (hereinafter "OCSO") and all local and state police agencies, hereinafter referred to as "Police", operating within Orange County allowing the Police to utilize the Orange County Correctional Facility (hereafter, "OCCF") when approved.

**INTENT:** The intent of this agreement is to allow use of OCCF by the Police for holding arrestees who require an arraignment in Orange County.

**AGREEMENT:** The OCSO agrees to accept arrestees in custody of the Police to be temporarily housed within the OCCF and to safely, and securely, maintain custody of these individuals under the terms and conditions of this Agreement.

**PROCEDURE:** The following terms and conditions shall remain in effect for the duration of this agreement:

1. OCSO reserves the right to refuse admittance to any arrestee for any reason.
2. Arrestees in custody of the Police shall be accepted into the OCCF during the following time periods: a) 11:15 p.m. through 6:00 a.m.-7 days a week; and b) Holidays and Weekends: 8:30 a.m. through 2:30 p.m. and 3:30 p.m. through 5:30 p.m.
3. All arrestees shall be screened for mental health, medical needs and/or impairment that would require supervision. This screening will be done by the Arresting Agency using the State of New York Commission of Correction Office of Mental Health Suicide Prevention Screening Guidelines and the OCSO Arrestee Checklist. This must be completed before a determination is made of whether custody will be transferred to the Sheriff. A copy of these forms will be provided to each agency that signs this agreement and will also be available to the OCCF. A secondary screening form will be completed by the OCSO Booking and Medical staff prior to assuming custody.
4. No arrestee will enter the OCCF unless the District Attorney's Office is consulted with and validated with a bail recommendation for pre-arraignment detention.
5. No arrestee will be permitted to enter the OCCF while under the influence of any intoxicating substance.

6. The OCCF vehicular sally port (VSP) will be utilized to provide a secure transfer from the Police to the Booking area. The Police are required to search arrestee, on camera, inside the VSP, for weapons and contraband, before the Police will be allowed to enter the booking entrance. All arrestees must be in handcuffs prior to entry into the VSP and remain in handcuffs until the Booking Officer approves removal.
7. Any personal property of the arrestee should be logged in and secured in a property envelope by the Police agency. The property envelope will be brought to the OCCF along with the arrestee in the event the arrestee makes bail or is released.
8. Arrestees with immediate medical needs will not be accepted for admittance to the OCCF. In the event the arrestee presents in need of immediate medical attention, OCCF Medica provider will facilitate treatment until local EMS personnel arrive. The Police will retain custody of the arrestee.
9. If a Police Agency sets pre-arraignment bail, the arrestee will not be eligible for pre-arraignment detention.
10. All bail eligible offenses, all Class A, B, C, or D felonies, mandatory remands, and warrants are eligible for pre-arraignment detention. However, the following may be acceptable for admission subject to the terms and conditions of this Agreement.
  - a. Arrests for domestic violence related incidents, or for incidents involving offenses where an order of protection is needed.
  - b. E Felonies eligible for admission:
    - PL 130.25 Rape in the 3<sup>rd</sup> degree
    - PL 130.40 Criminal Sexual Act in the 3<sup>rd</sup> degree
    - PL 130.53 Persistent Sexual Abuse (VF)
    - PL 130.65a Aggravated Sexual Abuse in the 4<sup>th</sup> degree (VF)
    - PL 205.10 Escape in the 2<sup>nd</sup> degree
    - PL 205.05 Escape in the 3<sup>rd</sup> degree
    - PL 205.17 Absconding from temporary release in the 1<sup>st</sup> degree

PL 205.19 Absconding from a community treatment facility

PL 215.56 Bail Jumping 2<sup>nd</sup> degree

PL 240.55 Falsely Reporting an Incident in the 2<sup>nd</sup> degree (VF)

PL 240.61 Placing a False Bomb or Hazardous Substance in the 2<sup>nd</sup> degree (VF)

PL 265.02 Attempt to Commit Criminal Possession of a Weapon in the 3<sup>rd</sup> degree subdivisions 5, 6, 7 or 8 (VF)

- c. Driving While Intoxicated or Impaired refusals.
  - d. Aggravated Unlicensed Operation 1<sup>st</sup> degree.
  - e. Driving While Intoxicated (any felony).
11. An "Arrestee Checklist" form shall be completed by a member of the Police. The original shall be presented at the OCCF with the arrestee. A copy of the completed accusatory instrument(s), a criminal history, originating from the arresting agency's ORI and all necessary paperwork to complete the arraignment will be submitted to the OCCF Booking staff. Police are responsible for the completion of the arrest processing, including fingerprinting and photographs of the arrestee at their own facility.
  12. In the event of an incident (i.e., medical emergency/suicidal tendencies) that occurs **after** the arrestee has been screened and processed by booking staff, the OCCF will hold the subject and seek medical and/or mental health attention.
  13. Prior to transporting an arrestee, the Police will contact the Orange County Jail at (845) 291-7720 and request to speak with the Administrative Sergeant to confirm the availability of a holding cell.
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15. Prior to the end of his/her tour it is the responsibility of the arresting Police member to inform Police coming on duty that an arrestee was placed into the OCCF.

16. The OCSO will conduct transfers from the OCCF to the central arraignment part located at the OCCF. The OCSO will not be responsible for any transportation of any arrestee to any other central arraignment part, the originating arrest Police are responsible for such transportation.

17. If an arrestee is released at arraignment, OCSO will provide said arrestee with a phone call to obtain a ride. However, if the arrestee is unsuccessful in obtaining a ride, the arresting agency will be responsible for providing transportation for the arrestee or will be billed for a travel voucher.

---

Signature/Printed name of Authorized Town or Village Official

Date

---

Signature of Sheriff or Undersheriff

Date

#7



Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550  
845-564-4552

Date: 11/4/2021

Is the budget adjustment under \$7,500 ?      Yes \_\_\_\_\_      No   X  

If yes, please give Gil a copy to sign and deliver to the Accounting Office.

If no, please have the board approve at the next available board meeting.

Reason why the budget transfer is needed To cover expenses due to  
Hurricane Ida

From: Account Number: 8130-5459-5010  
Account Description: Chemicals      Amount: \$8,000.00

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To: Account Number: 8130-5499-5010  
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To: Account Number: \_\_\_\_\_  
Account Description: \_\_\_\_\_      Amount: \_\_\_\_\_

*Please note: The total of the from and to should equal*

  
\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Gil Piaquadio, Town Supervisor

#8

MEMORANDUM OF AGREEMENT

Between

THE ORANGE COUNTY SHERIFF

And

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PL 205.19 Absconding from a community treatment facility

PL 215.56 Bail Jumping 2<sup>nd</sup> degree

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---

Signature/Printed name of Authorized Town or Village Official

Date

---

Signature of Sheriff or Undersheriff

Date

#9A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 10/26/21

---

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

\*Totaling: \$ 35, 35

Feline: \$

Canine: \$ 35, 35

**TOWN OF NEWBURGH**  
 1486 ROUTE 300  
 NEWBURGH, N.Y. 12550

VOUCHER

1558907

DEPARTMENT TONAC

CLAIMANT'S NAME AND ADDRESS  
 VCA Flannery Animal Hospital  
 789 Little Britain Road  
 New Windsor, NY 12553

TERMS October 2021 voucher

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received		VOUCHER NO.
FUND - APPROPRIATION	AMOUNT	
TOTAL		
Abstract No.		
Vendor's Ref. No.		

Date	Quantity	Description of Materials or Services	Unit Price	Amount
10-19-21	JAV # 946 910553	2021-10-19 white Shih Tzu (m)		35.35
(See Instructions on Reverse Side)			TOTAL	35.35

Jean Tobin CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 35.35 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or certified; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

10-26-21

DATE

Jean Tobin  
SIGNATURE

Accts Manager  
TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

DATE

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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



Dr. Grau | Date: 10/20/2021 at 10:31 | Invoice: 946910553 | Cashier: Jean T

**Client:**  
Town Of Newburgh 2021 Animal Control (#58907)  
  
645 Gidney Ave  
Newburgh, NY 12550

**Patient:**  
2021-10-19 White Grey Shih Tzu (#140295)  
Species: Canine (Shih Tzu; Havanese)  
Sex: Male | Color: White And Gray  
Birth: | Age: | Weight:

**Detailed Visit Information**

Date	Description	Qty	Price	Tax	Total Price
10/19/2021	Boarding Animal Control	1.00	\$35.35	\$0.00	\$35.35
10/20/2021	Boarding Animal Control	1.00	\$35.35	\$0.00	\$35.35

**Subtotal:** \$70.70

**A Message from VCA**

myVCA app is your tailor-made guide to raising a healthy and happy pet.

**Invoice Summary**

Patient Name	Total Price	Total Tax	Total Due
2021-10-19 White Grey Shih Tzu	\$70.70	\$0.00	\$70.70

Prev Balance:	\$155.90
Total Due:	\$70.70
Amount Paid:	\$0.00
Amount Due:	\$226.60

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

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



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

Dr. Grau | Date: 10/21/2021 at 11:09 | Invoice: 946910774 | Cashier: Jean T

Client	Patient
Town Of Newburgh 2021 Animal Control (#58907)  645 Gidney Ave Newburgh, NY 12550	2021-10-19 White Grey Shih Tzu (#140295) Species: Canine (Shih Tzu; Havanese) Sex: Male   Color: White And Gray Birth:   Age:   Weight:

**Detailed Visit Information**

Date	Description	Qty	Price	Tax	Total Price
10/21/2021	Courtesy Discount		-\$35.35	\$0.00	-\$35.35

**Subtotal:** -\$35.35

**A Message from VCA**

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**Invoice Summary**

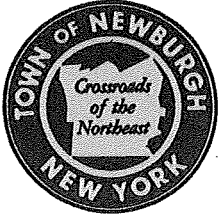
Patient Name	Total Price	Total Tax	Total Due
2021-10-19 White Grey Shih Tzu	-\$35.35	\$0.00	-\$35.35

Prev Balance:	\$226.60
Total Due:	-\$35.35
Amount Paid:	\$0.00
Amount Due:	\$191.25

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

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

#9B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

(845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 10/28/21

---

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

\*Totaling: \$ *1610.81*

Feline: \$ *1,062.83*

Canine: \$ *547.98*

# TOWN OF NEWBURGH

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

**NEWBURGH VETERINARY HOSPITAL**  
1716 Route 300  
Newburgh, NY 12550  
Tel: (845) 564-2880  
www.newburghvet.com

TERMS Net 30 Days

*Feline*

DO NOT WRITE IN THIS BOX

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

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

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
9/30/21	786979			115.25 ✓
10/4/21	787396			68.50 ✓
10/4/21	787404			114.25 ✓
10/6/21	787685			94.75 ✓
10/13/21	788389			74.50 ✓
10/17/21	788743			68.50 ✓
10/17/21	788798			79.75 ✓
10/17/21	788799			79.75 ✓
10/17/21	788800			79.75 ✓
10/18/21	788949			2.08 ✓
10/18/21	788950			68.50 ✓
10/18/21	788951			79.75 ✓
10/22/21	789418			53.50 ✓
10/23/21	789532			84.00 ✓
<b>TOTAL</b>				<b>1062.83</b> ✓

### CLAIMANT'S CERTIFICATION

*Dora M Cast*

I, Dora M Cast certify that the above account in the amount of \$ 1062.83 is true and correct, that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

10/27/2021  
DATE

Dora M Cast  
SIGNATURE

Office Manager  
TITLE

(Space below for municipal use)

### DEPARTMENT APPROVAL

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

10/28/21  
Date

  
Authorized Official

### APPROVAL FOR PAYMENT

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

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

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



# INVOICE

## **Newburgh Veterinary Hospital**

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 09-30-21 at 11:54a  
**Date:** 09-30-21  
**Account:** 4417  
**Invoice:** 786979

Date	For	Qty	Description	Price	Discount	Net Price
09-30-21	Dandy 35C-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
09-30-21		0.10	TelazolInject Control Log / ml			0.00
09-30-21		1	Shelter euthanasia and body care f			84.00
09-30-21		1.50	Euthanasia - Somlethol Pent Contr			0.00

Total charges, this invoice... 115.25

\*\*Total discount included: 52.25

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

---

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

## ***Newburgh Veterinary Hospital***

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 10-04-21 at 9:39a  
**Date:** 10-04-21  
**Account:** 4417  
**Invoice:** 787396

<b>Date</b>	<b>For</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Discount</b>	<b>Net Price</b>
10-04-21	39C-21	1	Shelter body care feline #304176			68.50
Total charges, this invoice...						68.50

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# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

**Printed:** 10-28-21 at 10:57a  
**Date:** 10-04-21  
**Account:** 4417  
**Invoice:** 787404

Date	For	Qty	Description	Price	Discount	Net Price
10-04-21	36k-21 Hazel Both Neg	1	FeLV/FIV ELISA in hosp	147.00	98.50	48.50 **
10-04-21		1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	34.50	20.75	13.75 **
10-04-21	37k-21 Autumn	1	Blood Draw Fee	24.50	12.25	12.25 **
10-04-21		1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	34.50	20.75	13.75 **
10-04-21	38k-21 Willow	1	Blood Draw Fee	24.50	12.25	12.25 **
10-04-21		1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	34.50	20.75	13.75 **

Total charges, this invoice... 114.25

\*\*Total discount included: 185.25

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 10-06-21 at 4:07p  
**Date:** 10-06-21  
**Account:** 4417  
**Invoice:** 787685

Date	For	Qty	Description	Price	Discount	Net Price	
10-06-21	Binx 40k-21	1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00	**
10-06-21		1	FeLV/FIV ELISA in hosp	147.00	98.50	48.50	**
10-06-21		1	Revolution 0-5lb Mauve Pup/Kit sin	17.50	5.89	11.61	**
10-06-21		1	Panolog / Animax Ointment 15ml. #	27.55	18.91	8.64	**
10-06-21		1	Feline Leukemia Elisa Negative			0.00	
10-06-21		1	FIV Elisa Negative			0.00	
Total charges, this invoice...						94.75	
**Total discount included: 162.80							

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

Reminders for: <b>Binx 40k-21</b>	Last done
04/22 Consultation/Exam- Bi-annual	10-06-21
02/22 FECAL EXAM	
12/21 Rabies/Purevax Feline 1yr	
12/21 Neuter your pet at 5-6 months	
<b>09/21 Feline Rhino/Panleuk/Calici #</b>	

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1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

**Printed:** 10-13-21 at 3:05p  
**Date:** 10-13-21  
**Account:** 4417  
**Invoice:** 788389

Date	For	Qty	Description	Price	Discount	Net Price
10-13-21	41K-21	1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
10-13-21		1	FelV/FIV ELISA in hosp #304815	147.00	98.50	48.50 **

Total charges, this invoice... 74.50

\*\*Total discount included: 138.00

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

Reminders for: <b>41K-21</b>	Last done
04/22 Consultation/Exam- Bi-annual	10-13-21
02/22 FECAL EXAM	
12/21 Rabies/Purevax Feline 1yr	
12/21 Spay your pet at 5-6 months	
<b>10/21 Feline Rhino/Panleuk/Calici #</b>	

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

**Printed:** 10-17-21 at 9:14a  
**Date:** 10-17-21  
**Account:** 4417  
**Invoice:** 788743

<b>Date</b>	<b>For</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Discount</b>	<b>Net Price</b>
10-17-21	43c-21	1	Shelter body care feline			68.50
Total charges, this invoice...						68.50

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

**Printed:** 10-18-21 at 10:22a  
**Date:** 10-17-21  
**Account:** 4417  
**Invoice:** 788798

Date	For	Qty	Description	Price	Discount	Net Price
10-17-21	44k-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
10-17-21		1	FeLV/FIV ELISA in hosp #305156	147.00	98.50	48.50 **

Total charges, this invoice... 79.75  
\*\*Total discount included: 150.75

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

Reminders for: **44k-21**

Last done

10/24 Consultation/Exam- Bi-annual  
04/22 Rabies/Purevax Feline 1yr  
04/22 FECAL EXAM  
04/22 Neuter your pet at 5-6 months  
01/20 **Rhinotracheitis/Pan/leuk/Calic**

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

**Printed:** 10-18-21 at 10:21a  
**Date:** 10-17-21  
**Account:** 4417  
**Invoice:** 788799

Date	For	Qty	Description	Price	Discount	Net Price
10-17-21	45c-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
10-17-21		1	FeLV/FIV ELISA in hosp #305155	147.00	98.50	48.50 **

Total charges, this invoice...

79.75

\*\*Total discount included: 150.75

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

Reminders for: **45c-21**

Last done

04/22 Rabies/Purevax Feline 1yr  
04/22 Neuter your pet at 5-6 months  
04/22 FECAL EXAM  
10/18 **Consultation/Exam- Bi-annual**

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

**Printed:** 10-18-21 at 10:20a  
**Date:** 10-17-21  
**Account:** 4417  
**Invoice:** 788800

Date	For	Qty	Description	Price	Discount	Net Price
10-17-21	46c-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
10-17-21		1	FeLV/FIV ELISA in hosp #305157	147.00	98.50	48.50 **

Total charges, this invoice... 79.75  
\*\*Total discount included: 150.75

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

Reminders for: <b>46c-21</b>	Last done
04/22	Rabies/Purevax Feline 1yr
04/22	Spay your pet at 5-6 months
04/22	FECAL EXAM
<b>10/16</b>	<b>Consultation/Exam- Bi-annual</b>

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

**Printed:** 10-18-21 at 4:34p  
**Date:** 10-18-21  
**Account:** 4417  
**Invoice:** 788949

Date	For	Qty	Description	Price	Discount	Net Price
10-18-21	44k-21 Sawyer	10	Metronidazole Sol 50mg/ml compo	20.75	18.67	2.08 **
Total charges, this invoice...						2.08
**Total discount included: 18.67						

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

Reminders for: <b>44k-21 Sawyer</b>	Last done
10/24	Consultation/Exam- Bi-annual
04/22	Rabies/Purevax Feline 1yr
04/22	FECAL EXAM
04/22	Neuter your pet at 5-6 months
01/20	<b>Rhinotracheitis/Pan/leuk/Calic</b>

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Newburgh, NY 12550  
(845) 561-3344

**Printed:** 10-18-21 at 4:34p  
**Date:** 10-18-21  
**Account:** 4417  
**Invoice:** 788950

Date	For	Qty	Description	Price	Discount	Net Price
10-18-21	47c-21	1	Shelter body care feline #305190			68.50
			Total charges, this invoice...			68.50

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

**Printed:** 10-18-21 at 4:33p  
**Date:** 10-18-21  
**Account:** 4417  
**Invoice:** 788951

Date	For	Qty	Description	Price	Discount	Net Price
10-18-21	52k-21	1	CONSULT / EXAM - Sick	83.50	52.25	31.25 **
10-18-21		1	FeLV/FIV ELISA in hosp #305230	147.00	98.50	48.50 **

Total charges, this invoice... 79.75

\*\*Total discount included: 150.75

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

Reminders for: <b>52k-21</b>	Last done
04/26	Consultation/Exam- Bi-annual
04/22	Rabies/Purevax Feline 1yr
04/22	Spay your pet at 5-6 months
10/21	FECAL EXAM
<b>07/21</b>	<b>Rhinotracheitis/Pan/leuk/Calic</b>

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

**Printed:** 10-22-21 at 3:35p  
**Date:** 10-22-21  
**Account:** 4417  
**Invoice:** 789448

Date	For	Qty	Description	Price	Discount	Net Price
10-22-21	Binx 40k-21	1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	34.50	20.75	13.75 **
10-22-21		1	Recommend-Fecal (please dropoff Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience			0.00
10-22-21		1	Zoonoses Discussed Zoonotic potential of intestinal parasites- in particular roundworms.			0.00
10-22-21		1	Weight Monitoring			0.00
10-22-21	Sienna 41621	1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
10-22-21		1	Feline Rhino/Panleuk/Calici #1 Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.	34.50	20.75	13.75 **
10-22-21		1	Recommend-Fecal (please dropoff Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience			0.00
10-22-21		1	Zoonoses Discussed Zoonotic potential of intestinal parasites- in particular roundworms.			0.00

Total charges, this invoice... 53.50

\*\*Total discount included: 81.00

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## **Newburgh Veterinary Hospital**

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

**Printed:** 10-23-21 at 1:13p  
**Date:** 10-23-21  
**Account:** 4417  
**Invoice:** 789532

<b>Date</b>	<b>For</b>	<b>Qty</b>	<b>Description</b>	<b>Price</b>	<b>Discount</b>	<b>Net Price</b>
10-23-21	53-21 Orange Ta	1	Shelter euthanasia and body care f			84.00
10-23-21		0.50	TelazolInject Control Log / ml			0.00
10-23-21		2	Euthanasia - Somlethol Pent Contr			0.00
Total charges, this invoice...						84.00

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# TOWN OF NEWBURGH

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

DEPARTMENT \_\_\_\_\_

CLAIMANT'S  
NAME  
AND  
ADDRESS

**NEWBURGH VETERINARY HOSPITAL**  
1716 Route 300  
Newburgh, NY 12550  
Tel: (845) 564-2660  
www.newburghvet.com

TERMS Net 30 Days

DO NOT WRITE IN THIS BOX

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

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

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
10/7/21	787807			16.50 ✓
10/8/21	787851			16.50 ✓
0/14/21	788508			482.98 ✓
0/14/21	788509			16.50 ✓
0/15/21	788629			15.50 ✓
<b>TOTAL</b>				<b>547.98</b>

### CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 547.98 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

10/27/2021  
DATE

Dora M Cast  
SIGNATURE

Office Mgr  
TITLE

(Space below for municipal use)

### DEPARTMENT APPROVAL

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

10/28/21  
Date

[Signature]  
Authorized Official

### APPROVAL FOR PAYMENT

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

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

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

# Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

# INVOICE

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

**Printed:** 10-07-21 at 4:47p  
**Date:** 10-07-21  
**Account:** 19984  
**Invoice:** 787807

Date	For	Qty	Description	Price	Discount	Net Price
10-07-21	Blue Rodriguez	1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
Total charges, this invoice...						16.50
**Total discount included: 26.50						

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

Reminders for: <b>Blue Rodriguez 62-21</b>	Last done
10/25	Consultation/Exam- Bi-annual
10/22	CANINE RABIES / 3 YEAR
04/22	Neuter your pet at 5-6 months
04/22	Canine Kennel Cough Vacc -1 ye
04/22	FECAL EXAM
10/21	<b>Pro-Heart 12 (26-50lbs)</b>
10/21	<b>Pro-Heart 12 (1-25lb)</b>
10/21	<b>Pro-Heart 12 (51-100lbs)</b>
04/21	HEARTWORM TEST
01/21	CANINE DIST/A2/PI/PARVOLEPTO1Y

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**FOR:** Town of Newburgh - canine  
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**Printed:** 10-28-21 at 10:56a  
**Date:** 10-08-21  
**Account:** 19984  
**Invoice:** 787851

Date	For	Qty	Description	Price	Discount	Net Price
10-08-21	Rocco	1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **

Total charges, this invoice...

16.50

\*\*Total discount included: 26.50

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(845) 561-3344

**Printed:** 10-28-21 at 10:55a  
**Date:** 10-14-21  
**Account:** 19984  
**Invoice:** 788508

Date	For	Qty	Description	Price	Discount	Net Price
10-14-21	Shay 58-21	1	Weight Monitoring			0.00
10-14-21		1	OHE Canine - Town of Newburgh			117.00
10-14-21		1	Anesthesia- Sevofluorane	338.00	263.00	75.00 **
10-14-21		1	-I.V.Cath. /subcut fluids during surg	103.00	51.50	51.50 **
10-14-21		1	---BloodPressureMonitoring w/anes			0.00
10-14-21		1	---PulseOximeterMonitoring w/Anes			0.00
10-14-21		1	-CapnographMonitoring w/Anesthe			0.00
10-14-21		1	----Recovery in Heated Cage			0.00
10-14-21		1	----Warm Water Blanket in Surgery			0.00
10-14-21		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	135.00	94.75	40.25 **
10-14-21		1	4DX Elisa Negative			0.00
10-14-21		0.13	Hydromorphone 2mg/ml Inject/ml	31.69	31.69	0.00 **
10-14-21		0.40	Penicillin G Inject / ml Outpatient	30.26	30.26	0.00 **
10-14-21		0.30	Rimadyl Inject / ml Outpatient	22.05	22.05	0.00 **
10-14-21		2	Propofol Inject / ml (hosp)			0.00
10-14-21		1	Capstar Blue 11.4 mg 2-25 #			7.02
10-14-21		1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
10-14-21		1	CANINE RABIES / 1YEAR	43.00	26.50	16.50 **
10-14-21		1	Canine Dist/A2/PI/Parvo1YR	43.00	28.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis						
10-14-21		1	Canine Respiratory Complex- Bord	43.00	29.25	13.75 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
10-14-21		3	Vetprofen Tablets 25mg Individual	19.44	18.35	1.09 **
10-14-21		10	Amoxicillin 50mg tab #304913	21.45	2.60	18.85 **
10-14-21	Toby 59-21	1	Weight Monitoring			0.00
10-14-21		1	CONSULT / EXAM - Annual Wellne	65.50	39.50	26.00 **
10-14-21		1	Lyme,Hwt,Ehrlich Anaplasma 4Dx i	135.00	94.75	40.25 **
10-14-21		1	Canine Dist/A2/PI/Parvo1YR	43.00	28.50	14.50 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available						

protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis

10-14-21	1 Canine Respiratory Complex- Bord	43.00	29.25	13.75 **
	Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.			
10-14-21	1 Capstar Blue 11.4 mg 2-25 #			7.02
10-14-21	1 4DX Elisa Negative			0.00

Total charges, this invoice... 482.98  
 \*\*Total discount included: 829.95

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

Reminders for: **Shay 58-21** (Weight: 9.2 lbs - 7y) Last done

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10/22	CANINE RABIES / 3 YEAR	
10/22	lyme,HW,Ehrlichia Accu Plus4(A	10-14-21
10/22	Canine Kennel Cough Vacc -1 ye	10-14-21
10/22	CanineDist/Aden/Para/Parvo/Lep	
04/22	Consultation/Exam- Bi-annual	10-14-21
04/22	FECAL EXAM	
04/22	Spay your pet at 5-6 months	

Reminders for: **Toby 59-21** (Weight: 8.3 lbs - 7y) Last done

---

10/22	CANINE RABIES / 3 YEAR	
10/22	lyme,HW,Ehrlichia Accu Plus4(A	10-14-21
10/22	CanineDist/Aden/Para/Parvo/Lep	
10/22	Canine Kennel Cough Vacc -1 ye	10-14-21
04/22	FECAL EXAM	10-15-21
04/22	Consultation/Exam- Bi-annual	10-14-21
04/22	Neuter your pet at 5-6 months	

**Shay 58-21's weight history** (in lbs)

---

10-14-21	9.20
----------	------

**Toby 59-21's weight history** (in lbs)

---

10-14-21	8.30
----------	------

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

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

**Printed:** 10-27-21 at 12:38p  
**Date:** 10-15-21  
**Account:** 19984  
**Invoice:** 788629

Date	For	Qty	Description	Price	Discount	Net Price
10-15-21	Toby 59-21	1	FECAL PARASITE SCREEN + Giar	59.50	44.00	15.50 **

Total charges, this invoice... 15.50

\*\*Total discount included: 44.00

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

Reminders for: <b>Toby 59-21</b> (Weight: 8.3 lbs - 7y)	Last done
10/22 CanineDist/Aden/Para/Parvo/Lep	
10/22 CANINE RABIES / 3 YEAR	
10/22 lyme,HW,Ehrlichia Accu Plus4(A)	10-14-21
10/22 Canine Kennel Cough Vacc -1 ye	10-14-21
04/22 FECAL EXAM	10-15-21
04/22 Consultation/Exam- Bi-annual	10-14-21
04/22 Neuter your pet at 5-6 months	
<b>10/15 Pro-Heart 12 (1-25lb)</b>	
<b>10/15 Pro-Heart 12 (51-100lbs)</b>	
<b>10/15 Pro-Heart 12 (26-50lbs)</b>	

### Toby 59-21's weight history (in lbs)

10-14-21 8.30

LIKE US ON FACEBOOK.COM!

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

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



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

Date: 10/18/21

Is the budget adjustment under \$5,000? Yes \_\_\_\_\_ No: X

If yes: Please give Gil a copy to sign and deliver to the Accounting Office.

If no: Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed additional funds needs in 5451 (parts) and 5453 (tires) appropriation funds.

From: Account Number: 1640.5452 Amount: \$25,000.00  
Account Description: Contract Repairs Amount: \_\_\_\_\_

From: Account Number: 1640.5450 Amount: \$7500.00  
Account Description: oil + fuel Amount: \_\_\_\_\_

To: Account Number: 1640.5451 Amount: \$25,000.00  
Account Description: parts Amount: \_\_\_\_\_

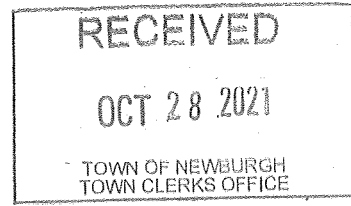
To: Account Number: 1640.5453 Amount: \$7500.00  
Account Description: Tires Amount: \_\_\_\_\_

Please note: The total of the from and to should equal.

[Signature]  
Department Head Signature

[Signature]  
Gil Piaquadio, Town Supervisor

#11A



October 19,2021

Dear Joe

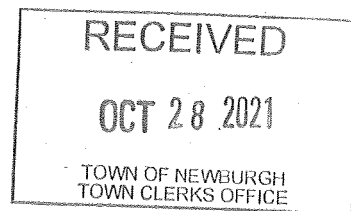
Please be advised that I would like to be reappointed to the Town of Newburgh Planning Board for another team. Thank you for the consideration.

Best regards,

Frank S Galli

#11B

26 Innis Avenue  
Newburgh, New York 12550  
October 20, 2021



Town of Newburgh Town Hall  
ATTN: Mr. Joseph P. Pedi  
Town Clerk  
1496 Route 300  
Newburgh, New York 12550

Dear Honorable Pedi:

I respectfully submit my reappointment letter to you for the Town of Newburgh Planning Board.

The Board members are comprised of a talented group of individuals that I am proud to be associated with and more importantly to learn from their wealth of knowledge and expertise. The opportunity to serve on the Planning Board has been a tremendous experience and I appreciate the chance to be a part of something bigger than myself.

As a lifelong resident and registered voter of the town. This is an exciting opportunity to utilize my education, knowledge, and enthusiasm as a Planning Board member to represent the citizens of the Town of Newburgh. Therefore, it is with great dignity that I submit this letter for reappointment to the Town of Newburgh Planning Board as a representative.

Selfless service and giving back to my community has been an integral part of my life. This position allows me to continue to fulfill that personal commitment in which I am humbled for.

If I can be of further assistance, please feel free to contact me on my cell at 845-562-5582. I look forward in hearing from you.

Sincerely,

**DOMINICK.DAVI** Digitally signed by  
**D.J.1228717009** DOMINICK.DAVID.J.1228717009  
Date: 2021.10.20 08:11:52 -04'00'

David J. Dominick

November 8, 2021 Town Board Meeting

#12A

Award of Bid to Paint Desmond Estate





#12 B  
**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

FROM: Jim Presutti, Commissioner

CC: Ronald Clum, Accounting

DATE: November 1, 2021

RE: Desmond Budget Transfer

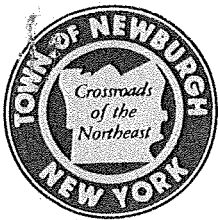
---

At this time we are requesting a budget transfer of \$12,000 from 1629.5200 Desmond Building & Grounds – Equipment to 1629.5497 Desmond Building & Grounds – Maintenance Contracts/Leases.

This transfer will cover the cost of reclaiming front landscaping and pathways as well as any fall clean-up at the Desmond Campus.

Regards,

Jim Presutti  
Commissioner



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#13A

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Charlene M. Black, Personnel

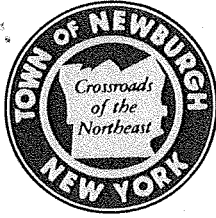
Date: November 3, 2021

Re: Part time Laborer

---

Mr. Presutti would like to hire Brian McGann, as a part time laborer starting on or after November 22, 2021, to replace Ryan Bayer, who resigned earlier this year. The applicants' hiring is contingent on your approval and the completion of her fingerprint, paperwork, drug/alcohol test and physical.

Thank you in advance.



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: November 3, 2021

RE: Request to Hire Laborer

---

At this time we are requesting the Board's approval to hire Brian McGann for the position of Part Time Laborer in the Recreation Department replacing Ryan Bayer who has resigned. Mr. McGann will be hired at the rate of \$15.31/hour. The salary for this position is currently in the 2020 Budget.

Start date for this position will be on or after November 22<sup>nd</sup>. Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: BRIAN A. MCGANN

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME

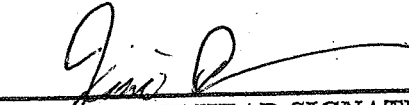
HOURLY RATE: \$ 15.31

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7110-5100

PROPOSED HIRE DATE: ON OR AFTER 11/22/21

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

  
DEPARTMENT HEAD SIGNATURE

11/3/21  
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

#13B

*Joe*

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: November 3, 2021

RE: Request to Hire Recreation Aide at Desmond Campus

---

At this time we are requesting the Board's approval to begin the process to hire for the position of part time Recreation Aide at the Desmond Campus. This position became vacant upon the resignation of Denise LaForgue.

Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner



# TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#14

PERSONNEL DEPT.

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

To: Supervisor Piaquadio ✓  
Town Board

From: Charlene M Black, Personnel

Date: November 4, 2021

Re: Part Time Clerk Assessor's Office

---

This is a request for approval to start the process of hiring a part time clerk for the Assessor's Office.

This position will need to be posted internally then advertised on our website if we have no in house applicants. Thank you in advance.

#15

## ACCOUNTING DEPARTMENT:

Review Status Report and Budget Status Report for October  
2021

16A

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board

FROM: Patrick J. Hines, Rep Town Engineer



DATE: 4 November 2021

RE: Roseton Headworks Modification  
Change order for time extension

---

The contractor has requested a change order for an extension of the time of completion. Based on current lead time on equipment the contractor has requested an additional 3 weeks to complete the work. This is a no cost change order. This project is partially funded by CDBG. MHE Engineers recommends the Board grant this time extension based on supply chain issues.

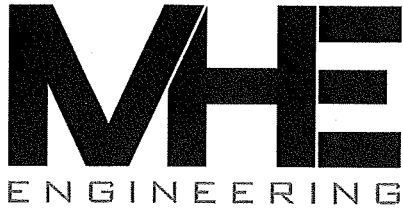
As the above requires Town Board action, I am requesting that this item be placed on the next available agenda.

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

Cc: James Osborne, Town Engineer

PJH/dd





NO. 1

**CHANGE ORDER**

OWNER's Project No. \_\_\_\_\_

ENGINEER's Project No. 20-140

Project: Roseton Headworks Modification

Contract For: General Construction

Contract Date: 22-Jul-21

TO: Wittcon, Inc.  
CONTRACTOR

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

Town of Newburgh  
OWNER

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

Title: Supervisor

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

Nature of changes:

Extension of contract length by 21 days. This change order results in no change in the total contract price at this time or in the future.

Enclosures:

Wittcon Email Time Extension Request

**These changes result in the following adjustment of Contract Price:**

Contract Price Prior to This Change Order	<u>\$ 230,000.00</u>
Net Change Resulting from This Change Order	<u>\$ 0.00</u>
Current Contract Price Including This Change Order	<u>\$ 230,000.00</u>

**These changes result in the following adjustment of Contract Time:**

Contract Time Prior to This Change Order	<u>150 days</u>
Net Change Resulting from This Change Order	<u>21 days</u>
Current Contracting Time Including This Change Order	<u>171 days</u>
New Time of Completion Date is	<u>14 January 2021</u>

---

*Recommendation from Engineer:*

MHE Engineering, D.P.C.

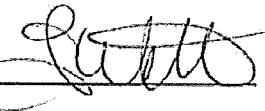
By: 

Date: 11-1-2021

---

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

Witcon, Inc.

By: 

Date: 11/3/21

## Quinn Mullarkey

---

**From:** Julie Wittenberg <wittcon.jaw@gmail.com>  
**Sent:** Thursday, October 28, 2021 12:03 PM  
**To:** Quinn Mullarkey; Dan Wittenberg  
**Cc:** Kathleen Wersebe; Shawn Arnott  
**Subject:** Re: Roseton - Change Order #1

Hi Quinn,

In looking at the contract documents on page GC-12 a Field Order would be generated by your office. Will you be generating that and sending it back to us? Also, if we could move the substantial completion date out to January 14th, that would be great.

Thanks,  
Julie

On Wed, Oct 27, 2021 at 10:27 AM Quinn Mullarkey <[qmullarkey@mhepc.com](mailto:qmullarkey@mhepc.com)> wrote:

Hi Julie,

Our office recommends processing the change for the local control panel and associated conduit/wiring addition as a field order since we will be taking from the allowance, and then doing the request for a time extension as a separate change order. Also, per the contract, the maximum amount that can be used for overhead and profit combined is 15%.

Additionally, would you like to extend the contract time further? As of right now the 10 day addition will put you at a January 3, 2022 substantial completion date.

Let us know.

Thanks,

Quinn



33 Airport Center Drive, Suite 202  
New Windsor, NY 12553

**Quinn Mullarkey, E.I.T.**

Staff Engineer

Office: (845) 567-3100

Fax: (845) 567-3232

[qmullarkey@mhepc.com](mailto:qmullarkey@mhepc.com) | [www.mhepc.com](http://www.mhepc.com)



**From:** Julie Wittenberg <[wittcon.jaw@gmail.com](mailto:wittcon.jaw@gmail.com)>  
**Sent:** Wednesday, October 27, 2021 9:21 AM  
**To:** Quinn Mullarkey <[qmullarkey@mhepc.com](mailto:qmullarkey@mhepc.com)>  
**Subject:** Roseton - Change Order #1

Good Morning Quinn,

Please find attached Change Order #1 for approval on the Roseton job.

Thanks,

Julie

--

*Julie A Wittenberg*

*President*

**Wittcon, Inc.**

**JTJ Tapping**

845-590-9233

wittcon.jaw@gmail.com

--

*Julie A Wittenberg*  
*President*

**Wittcon, Inc.**  
**JTJ Tapping**  
845-590-9233  
wittcon.jaw@gmail.com

16B

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: 4 November 2021  
RE: S/Roseton Hills Sewer District

---

Attached for Town Board review and approval is a proposed agreement to prepare an Engineering report identifying alterations to address operational deficiencies in the performance of the sand filter at the Roseton Hills WWTP and to identify new chemical feed equipment requirements for future dechlorination.

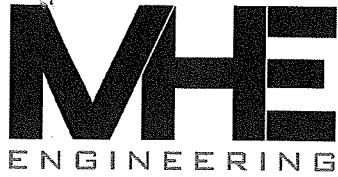
The proposed lump-sum fee for this work is \$9,500. Funds are available for this report using ARPA Coronavirus Local Fiscal Recovery Fund money provided to the Town.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda.

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

Cc: Jeff Guido, Sewer Department Manager  
Ron Clum, Town Accountant  
Patrick Hines, MHE  
Ryan Rysinger, JCO

JWO/dd



**AGREEMENT FOR ENGINEERING SERVICES**

**Between the**

**Town of Newburgh**

**and**

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

**For Professional Services**

**Related to**

**Roseton Hills Sewer Plant  
Sewer System Improvements Project  
Engineering Report**

**NEW YORK OFFICE**

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

**PENNSYLVANIA OFFICE**

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

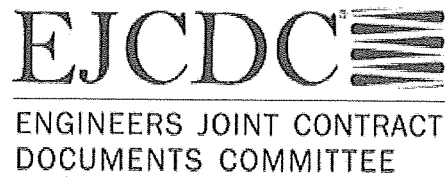
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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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

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

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## **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **The Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Town of Newburgh Roseton Hills Sewer Plant Sewer System Improvements Project Engineering Report** (Project). Engineer's services under this Agreement (Services) are generally identified as **The Town would like to design the replacement of the existing sand filter and evaluate the need for a chlor/dechlor system for the plant.**

Owner and Engineer further agree as follows:

### 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. MHE will prepare an Engineering Report utilizing the NYSEFC/NYSDEC Engineering Report outline as of February 2021 to study improvements to or the replacement of the existing sand filter and evaluate the need for chlor/dechlor at the Roseton Hills sewer plant systems.

### 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable amount of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.2**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **\$9,500.00 dollars**.
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses:  
None.
- F. Direct expenses, such as plan and report reproduction and copying, mileage and postage are billed in accordance with the attached fee schedule. All application fees are to be paid by the Owner. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- G. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

## 5.01 Termination

### A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

## 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

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

## 7.01 Definitions

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

## 8.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

Owner:

Town of Newburgh

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Gilbert Piaquadio

(typed or printed)

Title: Town Supervisor

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:

(authorized individual's signature)

Date:

10/29/2021

(date signed)

Name: Michael W. Weeks, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

### **MUNICIPAL STANDARD FEE SCHEDULE**

#### **A. HOURLY RATES\*:**

<b>Firm Representative</b>	<b>Hourly</b>
Principal / Principal Emeritus	\$ 160.00
Associate	\$ 145.00
Senior Engineer / Designer	\$ 128.00
Senior Architect	\$ 138.00
Project Engineer / Designer	\$ 102.00
Project Manager	\$ 98.00
Staff Engineer / Designer	\$ 92.00
Engineering Technician II	\$ 87.00
Engineering Technician I	\$ 80.00
CAD/GIS Technician	\$ 87.00
Field Representative**	\$ 75.00
Engineering Intern	\$ 60.00
Intern Support	\$ 40.00
Administrative Services	\$ 85.00
Clerical/Secretarial	\$ 50.00

\* Except expert testimony and consulting for legal procedures, which are charged at \$1,500 per day or any part thereof.

\*\* See #5 below

#### **B. GENERAL CONDITIONS:**

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

Municipal Fee Schedule – 2021



16C

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: 4 November 2021  
RE: S/Nob Hill Sewer Treatment Plant

---

Attached for Town Board review and approval is a proposed agreement to prepare an Engineering report to identify treatment process modifications or additions to meet the requirements of the newly revised SPDES permit for this facility.

The proposed fee is a lump sum in the amount of \$9,700. Funds are available for this report using ARPA Coronavirus Local Fiscal Recovery Fund money provided to the Town.

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda.

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

Cc: Jeff Guido, Sewer Department Manager  
Ron Clum, Town Accountant  
Patrick Hines, MHE

JWO/dd



**AGREEMENT FOR ENGINEERING SERVICES**

**Between the**

**Town of Newburgh**

**and**

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

**For Professional Services**

**Related to**

**Nob Hill Sewer District WWTP**

**SPDES # NY 0145599**

**Engineering Report**

**NEW YORK OFFICE**

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

**PENNSYLVANIA OFFICE**

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

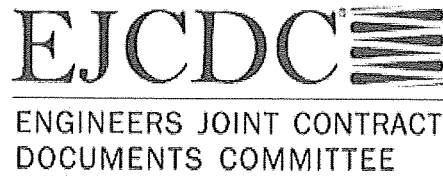
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1015 15th Street N.W., Washington, DC 20005  
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(800) 548-2723  
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# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **The Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Town of Newburgh Nob Hill Sewer District WWTP SPDES 0145599 Engineering Report** (Project). Engineer's services under this Agreement (Services) are generally identified as **Preparation of an Engineering Report to support the Schedule of Compliance related to the new SPDES Permit.**

Owner and Engineer further agree as follows:

## 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. MHE will prepare an Engineering Report utilizing the NYSEFC/NYSDEC Engineering Report outline as of February 2021 to identify any treatment process modifications or additions required to meet the new final effluent limitations for CBOD5, Ammonia, Fecal Coliform, and Total Residual Chlorine, pursuant to the SPDES Permit (NY0145599) executed August 9<sup>th</sup>, 2021 (see Appendix 2).

## 2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

## 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services **by the required March 1<sup>st</sup>, 2023 deadline.**

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

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.2**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **\$9,700.00 dollars**.
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses:  
None.
- F. Direct expenses, such as plan and report reproduction and copying, mileage and postage are billed in accordance with the attached fee schedule. All application fees are to be paid by the Owner. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- G. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses

incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

## 5.01 Termination

### A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating

contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
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## 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
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## 8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
  - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
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## 9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

Owner:

Town of Newburgh

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Gilbert Piaquadio

(typed or printed)

Title:

Town Supervisor

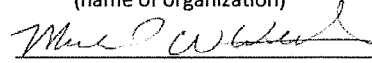
(typed or printed)

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:



(authorized individual's signature)

Date:

10/29/2021

(date signed)

Name:

Michael W. Weeks, P.E.

(typed or printed)

Title:

Principal

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

**MUNICIPAL STANDARD FEE SCHEDULE**

**A. HOURLY RATES\*:**

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Principal / Principal Emeritus	\$ 160.00
Associate	\$ 145.00
Senior Engineer / Designer	\$ 128.00
Senior Architect	\$ 138.00
Project Engineer / Designer	\$ 102.00
Project Manager	\$ 98.00
Staff Engineer / Designer	\$ 92.00
Engineering Technician II	\$ 87.00
Engineering Technician I	\$ 80.00
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Field Representative**	\$ 75.00
Engineering Intern	\$ 60.00
Intern Support	\$ 40.00
Administrative Services	\$ 85.00
Clerical/Secretarial	\$ 50.00

\* Except expert testimony and consulting for legal procedures, which are charged at \$1,500 per day or any part thereof.

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

Municipal Fee Schedule – 2021

## SCHEDULE OF COMPLIANCE

a) The permittee shall comply with the following schedule:

Outfall(s)	Compliance Action	Due Date
001	<b><u>SCHEDULE OF COMPLIANCE STATUS REPORTS</u></b> Submit interim status reports on the progress related to meeting the specified final limits.	06/01/2022, and every 9 months thereafter
001	<p><b><u>ENGINEERING REPORT</u></b> The permittee shall submit an approvable engineering report that meets the requirements of the most recent version of the EFC/DEC Engineering Report Outline (<a href="https://www.dec.ny.gov/permits/6054.html">https://www.dec.ny.gov/permits/6054.html</a>). The report shall be prepared by a Professional Engineer licensed to practice engineering in New York State and detail the designs that will be used to comply with the final effluent limitations for CBOD5, Ammonia, Fecal Coliform, and Total Residual Chlorine. Approvable is defined as that which can be approved by the Department with only minimal revision. Minimal revision shall mean revised and resubmitted to the Department within thirty days of notification by the Department of the revisions that are necessary. All approvable engineering submissions must include the seal and signature of the professional engineer.</p> <p><b><u>DESIGN SUBMITTAL</u></b> The permittee shall submit an approvable Basis of Design Report, Engineering Plans, Specifications, and Construction Schedule for the implementation of effluent disinfection. Department approval is subject to SEQR and other permits, as needed.</p> <p><b><u>BEGIN CONSTRUCTION</u></b> The permittee shall begin construction of the treatment facilities in accordance with the Department approved schedule.</p> <p><b><u>COMPLETE CONSTRUCTION &amp; COMMENCE OPERATION</u></b> The permittee shall complete construction and commence operation of the system and comply with the final effluent limitations for CBODs, Ammonia, Fecal Coliform, and Total Residual Chlorine.</p>	<p>03/01/2023</p> <p>Approval of Eng. Report + 18 Months</p> <p>In Accordance with Approved Schedule in Basis of Design Report Eng. Report</p> <p>In Accordance with Approved Schedule in Basis of Design Report Eng. Report</p>

The above compliance actions are one-time requirements. The permittee shall comply with the above compliance actions to the Department's satisfaction once. When this permit is administratively renewed by NYSDEC letter entitled "SPDES NOTICE/RENEWAL APPLICATION/PERMIT," the permittee is not required to repeat the submission(s) noted above. The above due dates are independent from the effective date of the permit stated in the "SPDES NOTICE/RENEWAL APPLICATION/PERMIT" letter.

### INTERIM EFFLUENT LIMITS FOR PARAMETERS SUBJECT TO THIS SCHEDULE OF COMPLIANCE

Outfall	Parameter(s) Affected	Interim Effluent Limit			Limits Apply	Notes	Interim Limits Expire
		Type	Limit	Units			
001	Fecal Coliform	N/A	N/A	N/A	N/A	1	N/A
001	Total Residual Chlorine	N/A	N/A	N/A	N/A	1	N/A
001	CBOD <sub>5</sub>	Daily Maximum	10	mg/L	Year-Round	-	Construction Completion
001	Ammonia (as N)	Monthly Avg	Monitor	mg/L	Year-Round	-	Construction Completion
<b>Notes:</b>	1. No Interim Effluent Limits. Final effluent limits and monitoring requirements are not in effect until completion of disinfection construction.						

16 D

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor & Town Board  
FROM: J. Osborne, Town Engineer *JWO*  
DATE: 4 November 2021  
RE: **W/Colden Park Water Main Replacement**

---

Attached for Town Board review and approval is a proposed agreement for McGoey, Hauser & Edsall to prepare a Water Infrastructure Improvement Act Grant Application for the replacement of the remaining water mains in Colden Park.

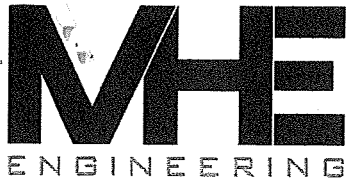
The estimated fee to complete this work is \$6,500 and funds are available in the capital project (H6011.5200).

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda.

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

Cc: Jeff Guido, Water Department Manager  
Ron Clum, Town Accountant  
Patrick Hines, MHE

JWO/dd



**AGREEMENT FOR ENGINEERING SERVICES**

**Between the**

**Town of Newburgh**

**and**

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

**For Professional Services**

**Related to**

**Colden Park Watermain Improvements**

**WIIA Grant Application**

**NEW YORK OFFICE**

33 Airport Center Drive, Suite 202, New Windsor, NY 12553

845-567-3100 | F: 845-567-3232 | mheny@mhepc.com

**PENNSYLVANIA OFFICE**

111 Wheatfield Drive, Suite 1, Milford, PA 18337

570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

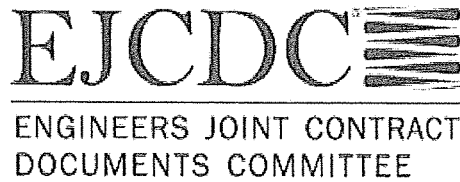
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1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

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

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
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# **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **The Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Town of Newburgh Colden Park Watermain Replacement WIIA Grant Application** (Project). Engineer's services under this Agreement (Services) are generally identified as **The Town intends to apply for a Water Infrastructure Improvement Act Grant (WIIA Grant) for water main replacement within Colden Park. These improvements are to include the watermain replacement with associated appurtenances. The Town intends to apply for said WIIA Grant at the November 22, 2021 deadline.**

Owner and Engineer further agree as follows:

## 1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. MHE will prepare an Engineering Report utilizing the NYSEFC Engineering Report outline as of February 2021 for the proposed improvements as specified in project description. Further, MHE will prepare the Long Form Environmental Assessment Form, circulation for Lead Agency and assist in preparation of documents to support findings for SEQRA for the project.
- C. MHE will assist in the preparation for the WIIA Grant Application FY 2022 for funding the Town of Newburgh's Colden Park Watermain Replacement Project.
- D. Exclusions to this Agreement include: environmental studies to support SEQRA or any other services not specifically described herein.

These services are not included, but can be added in the form of an amendment at a future time.

## 2.01 Owner's Responsibilities

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



delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services **by the required November 22<sup>nd</sup>, 2021 deadline.**
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### 4.01 Invoices and Payments

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

- c. The total compensation for Services and reimbursement of expenses is hourly **estimated to be \$6,500.00 dollars.**
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

#### 5.01 Termination

##### A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal

securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 Definitions

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

#### 8.01 Successors, Assigns, and Beneficiaries

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

#### 9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

Owner:

Town of Newburgh  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: Gilbert Piaquadio  
\_\_\_\_\_  
(typed or printed)

Title: Town Supervisor  
\_\_\_\_\_  
(typed or printed)

Address for giving notices:

1496 Route 300  
\_\_\_\_\_

Newburgh, NY 12550  
\_\_\_\_\_

\_\_\_\_\_

Engineer:

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

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: Michael W. Weeks, P.E.  
\_\_\_\_\_  
(typed or printed)

Title: Principal  
\_\_\_\_\_  
(typed or printed)

Address for giving notices:

33 Airport Center Drive  
\_\_\_\_\_

Suite 202  
\_\_\_\_\_

New Windsor, NY 12553  
\_\_\_\_\_

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_.

## MUNICIPAL STANDARD FEE SCHEDULE

### A. HOURLY RATES\*:

<b>Firm Representative</b>	<b>Hourly</b>
Principal / Principal Emeritus	\$ 160.00
Associate	\$ 145.00
Senior Engineer / Designer	\$ 128.00
Senior Architect	\$ 138.00
Project Engineer / Designer	\$ 102.00
Project Manager	\$ 98.00
Staff Engineer / Designer	\$ 92.00
Engineering Technician II	\$ 87.00
Engineering Technician I	\$ 80.00
CAD/GIS Technician	\$ 87.00
Field Representative**	\$ 75.00
Engineering Intern	\$ 60.00
Intern Support	\$ 40.00
Administrative Services	\$ 85.00
Clerical/Secretarial	\$ 50.00

\* Except expert testimony and consulting for legal procedures, which are charged at \$1,500 per day or any part thereof.

\*\* See #5 below

### B. GENERAL CONDITIONS:

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

Municipal Fee Schedule – 2021



#16E



Engineering  
& Design

# Client Authorization Form

**Date:** October 15, 2021  
**Client:** Town of Newburgh / CINTAS  
**Project name:** CINTAS/Town Sewer District  
**Phase name:** Sewer District Review & Map, Plan and Report

**Colliers Engineering & Design project no.:** 15000105CP

We request your review and authorization of services as outlined below in order to proceed:

**Services requested by:** Client

**Description of service contract scope:**

Per our recent discussions and request, Colliers Engineering & Design CT, PC (DBA Maser Consulting Engineering & Land Surveying) has prepared the attached scope of services for a Proposed Sewer District for the above referenced project.

**Task 1.0** – Proposed Sewer Service Area Investigation, Lump Sum Fee \$8,250.00

(Task Paid by the Town of Newburgh)

**Task 2.0** – Preliminary Map, Plan and Report for Proposed Sewer District, Lump Sum Fee \$5,000.00

(Task split by the Town of Newburgh & CINTAS, \$2,500 Each)

**Task 3.0** – Meetings/Communications, Hourly Fee (Estimated Budget \$2,000.00)

(Task split by the Town of Newburgh & CINTAS, \$1,000 Each)

**Task 4.0** – Plan Revisions and Additional Services, Hourly/Separate Contract

**All services to be in accordance with the attached Business Terms and Conditions.**

Services outline above shall be invoiced:

**Per diem/hourly**

**Estimated Budget = \$**

**Lump sum**

**Fee = \$ See Attached**

I (we) hereby authorize the services to proceed as outlined above:

Client Authorization Form prepared by:

Justin E. Dates

**Signer's Name (Print)**

**Project Manager's Name (Print)**

**Signature**

**Date**

**Project Manager's Signature**

**10/15/2021**

Please sign the form where indicated & email or mail to Colliers Engineering & Design for our records.

Maser Consulting is now Colliers Engineering & Design

## Section I - Scope of Services

### TASK 1.0 PROPOSED SEWER SERVICE AREA INVESTIGATION

This task includes the preparation of a proposed sewer service area map which will identify the base district parties (i.e. CINTAS, Town of Newburgh Facilities (Town Hall, Engineering & Water Dept. Building and the Police Station and Gardnertown School) and then the additional potential service area parcels. This will include those properties directly adjacent to NYS Route 300 from the Town Hall, north to the intersection of Route 300/Route 32 and then north on Route 32 to the Town Water Treatment Plant. The estimated flows for the base district parties will be calculated and a total estimated flow rate from the additional service area will also be calculated and provided. Flows from the additional service area will be estimated based on available property information or an estimated yield for vacant parcels. With the estimated flows established, the capacity of the proposed sewer main will be reviewed and "additional capacity quantified" as well as reviewing the proposed forcemain sizing on the current schematic plans. This map and project information will be used for continued coordination with the Town and CINTAS.

Task 1.0 Lump Sum Fee \$ 8,250.00

(Task Paid by the Town of Newburgh)

### TASK 2.0 PRELIMINARY MAP, PLAN AND REPORT FOR PROPOSED SEWER DISTRICT

Colliers Engineer & Design will prepare a Preliminary Map, Plan and Report for the proposed sewer district comprising of CINTAS, Town of Newburgh Facilities (Town Hall, Engineering & Water Dept. Building and the Police Station) and the Gardnertown School. The report will include narrative descriptions of the proposed establishment of the sewer district, capacity requirements and Engineer's Opinion of Probable Cost. This Task also includes the preparation of a 'Proposed Sewer District Location Map', 'Proposed Sewer District Service Area Map' and 'Proposed Sewer District Parcel Listings'. This report will not identify any information regarding the potential additional service area reviewed in Task 1.0.

The preparation of a revised or final Map, Plan and Report will be billed under a separate contract.

Task 2.0 Lump Sum Fee \$ 5,000.00

(Task split by the Town of Newburgh & CINTAS, \$2,500.00 Each)

### TASK 3.0 MEETINGS/COMMUNICATIONS

**Meetings:** Attendance at agency and project coordination (including with client and other consultants) meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the meeting is held. Time spent preparing for meetings will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is completed.

**Communications:** The intensity, methods, and frequency of communications required to complete a project varies from client to client, and from project to project, but is essential to expediting the project successfully. As it is not possible to determine the scope of services required for this effort prior to the commencement of services, we will provide these services on a time and material basis as needed. Services under this effort will include, but may not be limited to:

- Telephone and conference calls re: project status and/or follow up with review agencies;
- General email review and generation related to project advancement;
- Status updates and reporting; and
- Correspondence and coordination with governmental agencies having jurisdiction over the project.

**Task 3.0 Fee (Estimated Budget \$2,000)**

**Hourly**

**(Task split by the Town of Newburgh & CINTAS, \$1,000.00 Each)**

#### **TASK 4.0 PLAN REVISIONS AND ADDITIONAL SERVICES**

Services accomplished under this phase will be billed hourly in accordance with the Schedule of Hourly Rates in effect at the time the service is accomplished and will include revisions or extra services requested by the various review agencies and/or the client that differ from the original scope of service, or revisions required as conditions of approval that are not an error or omission on the part of CED. Additional services will not be advanced without providing notice to you of the need for additional services and obtaining your approval of the additional scope of services and fees.

**Task 4.0 Fee**

**Hourly/Separate Contract**

#### **Exclusions and Understandings**

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

- Services not specifically outlined in Section I above;
- Surveying Services;
- Engineered Design Plans or Construction Documents;
- Wastewater Management Plan analysis (treatment plant capacity, etc.);
- Structural calculations or design for pavements, foundations, signs, special structures and/or retaining walls;
- Seeking permits/approvals from any interested/involved agencies;
- Application fees and escrow deposits to any regulatory review agencies;
- Changes to the basic concept after the design service has commenced due to unforeseen site conditions beyond our control;
- Plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review;
- Plan revisions, changes, or preparation of additional design support documents, occasioned by Developer or other project representative's decision during the described tasks above for the project or after the design service has been accomplished.

## Section II – Business Terms and Conditions

Colliers Engineering and Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering and Design and said Client.

### **1.0 SCOPE OF SERVICES:**

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

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

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

### **2.0 STANDARD OF CARE:**

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

### **3.0 INVOICES:**

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

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

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

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

### **4.0 PAYMENT:**

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

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

**5.0 RETAINER:**

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

**6.0 RIGHT OF ENTRY/JOBSITE:**

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

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

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

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

**7.0 UTILITIES:**

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

**8.0 TERMINATION OR SUSPENSION OF SERVICES:**

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

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

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

**9.0 SUBCONSULTANTS/SUBCONTRACTORS:**

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

claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering and Design to the Client.

**10.0 AGREED REMEDY:**

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

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

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

**11.0 LIABILITY TO THIRD PARTIES:**

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

**12.0 INDEMNIFICATION:**

Colliers Engineering and Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

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

Client agrees to defend, indemnify and hold harmless Colliers Engineering and Design from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Colliers Engineering and Design which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.

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

**13.0 ASSIGNS:**

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

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering and Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering and Design. Colliers Engineering and Design's services hereunder are being performed solely for the benefit of the Client, and no

other entity shall have any claim against Colliers Engineering and Design because of this Agreement of Colliers Engineering and Design's performance or nonperformance of services hereunder.

**14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

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

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering and Design shall provide Client files subject to the following conditions:

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

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

**15.0 GENERAL CONDITIONS:**

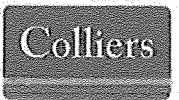
Colliers Engineering and Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely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

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

**16.0 ENTIRE AGREEMENT:**

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

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



### Section III – Rate Schedule

#### Technical Staff Rates 2021

Billing Titles	Hourly Rates
Executive Principal	280.00
Senior Principal	250.00
Principal	230.00
Senior Technical Director	215.00
Senior Project Manager	200.00
Technical Director	190.00
Project Manager	180.00
Senior Project Specialist	170.00
Project Specialist	160.00
Technical Professional	150.00
Technical Specialist	140.00
Specialist	130.00
Senior Data Technician	120.00
Senior Technical Assistant	110.00
Technical Assistant	100.00
Field Technician	90.00
Data Technician	85.00
Survey Crew – 1 Man w/Robotic Equipment	185.00
Additional Survey Crew Member	40.00
SUE Crew (designating) – 1 Man	125.00
Additional (designating) Member	45.00
SUE Crew (locating) – 2 Man	180.00
Additional (locating) Member	40.00
Expert Witness	355.00
Sr. LSRP	280.00
LSRP	220.00

#### Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	3.95 / Each
Computer Mylars / Color Plots	75.00 / Each
Photocopies	0.18 / Each
Color Photocopies	1.95 / Each
Document Binding	3.75 / Each
Portable Media	75.00 / Each
Exhibit Lamination (24" x 36" or larger)	75.00 / Each
Initial Digital Signature	250.00
Additional Digital Signatures	60.00 / Each
Mileage Reimbursement*	0.56 / Per Mile
	Field Vehicle 0.75 / Per Mile

\*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Rates are effective through December 31, 2021



## Section IV –Client Contract Authorization

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

If you find this proposal acceptable, please sign where indicated above in Section II, and return one signed copy to this office with a retainer for \$5,000.00. The retainer shall be held and applied towards the final invoice. Invoices are due within 30 days. This proposal is valid for 60 days per business terms.

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

Sincerely,

Colliers Engineering & Design CT, PC  
(DBA Maser Consulting Engineering & Land Surveying)



Justin E. Dates, RLA  
Senior Associate

JED

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At a meeting of the Town Board,  
Town of Newburgh, Orange County,  
New York, held at the Town of  
Newburgh, Town Hall, 1496 Route 300  
Town of Newburgh, New York on the  
8th day of November, 2021

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

RESOLUTION LEVYING UNPAID  
WATER AND SEWER CHARGES  
AND ASSESSMENTS  
SECTION 198 TOWN LAW

Council presented the following resolution which was seconded by Council .

WHEREAS, the Supervisor of the Town of Newburgh on October 25, 2021 transmitted to the Board, a statement of the UNPAID WATER AND SEWER charges and filed by the Receiver of Taxes containing a brief description of the property on which water and sewer charges and assessments are unpaid, and the amount chargeable to each, and

RESOLVED, that there be levied on the 2021 tax roll of the Town of Newburgh against the unpaid utilities in amount of \$492,299.44 transmitted to this Board and that the amount thereof be set forth on the tax rolls of the said Town of Newburgh under the name "UNPAID UTILITIES" to wit (see schedule attached) and

Town of Newburgh	-	\$492,239.44
Port Authority/State Land		60.00
1 Time Hydrant Use		

BE IT FURTHER RESOLVED, that the amount so levied shall be placed in the warrant of the Orange County Legislature to the Receiver of Taxes of the Town of Newburgh, and that the sewer charges and water charges levied shall be collected and paid to the Supervisor of said Town of Newburgh in the same manner as general taxes until the amount thereof is paid.

The question of the adoption of the foregoing resolution was duly put to a 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.

**TOWN of Newburgh**  
**Crossroads of the Northeast**  
***Deborah A. Smith***  
**RECEIVER OF TAXES AND ASSESSMENT**  
**1496 Route 300**  
**Newburgh, New York 12550**

**Telephone (845) 564-4553**

**Fax (845) 566-1432**

**DATE:** November 5, 2021  
**TO:** Gilbert Piaquadio, Supervisor  
**FROM:** Deborah A. Smith  
**SUBJECT** 2021 Unpaid Water and Sewer Re-Levy

I am requesting to be on the November 8, 2021 Town Board Agenda for the approval of unpaid 2021 Water and Sewer Re-Levy for the 2022 Property Taxes.

I will provide backup to the Town Clerk.

**Town of Newburgh**  
*Crossroads of the Northeast*  
 1496 Route 300  
 Newburgh, NY 12550

Date: 11/8/2021  
 To: Gilbert Piagnadio, Supervisor  
 From: Deborah A. Smith, Receiver of Taxes  
 Subject: Relevy Unpaid Water & Sewer

Attached are the delinquent Water & Sewer Accounts in the Town of Newburgh from July 1, 2020 through June 30, 2021. Accounts are to be transferred to the County and Town Roll. A Resolution requesting the Orange County Legislature to authorize the procedure is attached. The total to be relieved is \$492,299.44 The following breakdown applies:

	Amount
Crossroads Consolidated (Includes districts listed below)	\$216,869.69
8 <i>Algonquin</i>	
1,2,4,16,17,18,24,25,26,28,29,31,32,33,34 <i>Crossroads</i>	
11 <i>Fleetwood</i>	
3,6,7,12,13,14,20 <i>Gidney</i>	
9 <i>Meadow Hill South</i>	
10,19 <i>Meadow Hill North</i>	
22 <i>Route 17K U/A</i>	
5 <i>Wintergreen</i>	
15,23 <i>Nob Hill</i>	\$3,877.44
36 <i>Roseton</i>	\$26,764.26
Water General All Districts	\$244,788.05
<b>TOTAL</b>	<b>\$492,299.44</b>

- \$60.00 Port Authority/St. Lane  
 1 Time Hydrant Use

COVID 19 State of Emergency  
Exempt From 2021 Water Sewer Re-levy

Acct. #	Name	Address	Re-Levy Exempt Amt.
<b>CRS</b>			
81382	Shirlynn Thomas	365 South Plank Rd.	2566.69
90730	Raul Giron	11 Coach La.	1273.72
162540	Carmelo Parrino	5 Leonard Ave.	617.80
170402	Thomas Trivvisani	21 Dennis Rd.	206.55
180036	Edison Quilambaqui	6 Blue Jay Dr.	1194.12
240360	JMSV	177 South Plank Rd.	56.00
160097	Beatrice DeJesus	60 Stewart Ave.	1583.19
171625	Ronel Cook, Jr.	64 Gardnertown Road	808.27
90025	Charna Rainey	4 Balsam Lane	406.74
231493	Margaret Jones	8 Peach Terrace	450.36
231497	Joseph Mora	31 Peach Street	417.53
180636	Derya Sel	636 Gidney Avenue	5901.74
		CRS Total	15482.71
<b>Nob Hill</b>			
231200	Figueroa	10 Nob Circle	798.51
		Nob Hill Total	798.51
<b>Roseton</b>			
360272	Bruce Hearn	1504 Parr Lake Dr.	300.60
360021	Darlene Bell	305 Cortland Dr.	443.60
360083	Heidi Sherwood	1103 McIntosh Pl.	172.00
		Roseton Total	916.20
		TOTAL	17197.42

Jim/Pat

August 5, 2021

Erin Roth

914-805-0597

Environmental Manager at Stewart Airport for a company called Avport.

She works for Avports Operating, which is a contractor for the Port Authority.

She would like to hook up to a hydrant in front of the hotel on Governor's Drive starting today and running for a week. The project is hooking up sprinklers (she didn't give me any other details).

Please call her.

Debbie

Sent her a blank Water Permit  
Application. Pls have Jeff  
follow up. Thanks Jim



Steven M. Neuhaus  
County Executive

Additional Material

REAL PROPERTY TAX SERVICE AGENCY

#17

Eric Ruscher, Director  
255 Main Street  
Goshen, New York 10924  
Phone (845) 291-2491

CERTIFICATION

The Town of NEARBUCH ("the Town") has sent to the County of Orange a list ("the list") of property owners for which there are unpaid charges relating to water services. For each of these property owners, I certify under penalty of perjury that

- 1) the Town has sent all notices to such property owners relating to water services required by statute during the time periods required by statute, including without limitation the notices required by Chapter 106 of the Laws of 2021; and
- 2) none of the property owners on the list has certified a change in financial circumstances due to the COVID-19 state of emergency; and
- 3) none of the property owners on the list has entered into a deferred payment agreement with the Town.

I further certify under penalty of perjury that, should any of the property owners on the list certify to the Town a change in financial circumstances due to the COVID-19 state of emergency, or enter into a deferred payment agreement with the Town, the Town will mail notice of the certification or deferred payment agreement to the Orange County Department of Finance, 255 Main Street, Goshen, New York 10924, and will e-mail notice of the certification or deferred payment agreement to Chief Assistant County Attorney Matthew Nothnagle at [mnothnagle@orangecountygov.com](mailto:mnothnagle@orangecountygov.com), to Commissioner of Finance Karin Hallow at [khallow@orangecountygov.com](mailto:khallow@orangecountygov.com), and to Director of Real Property Tax Services Eric Ruscher at [eruscher@orangecountygov.com](mailto:eruscher@orangecountygov.com) within two business days of the Town's receipt of the certification or deferred payment agreement.

Supervisor, Town of NEARBUCH

Signed and Dated: November 8, 2021



## REAL PROPERTY TAX SERVICE AGENCY

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Eric Ruscher, Director  
255 Main Street  
Goshen, New York 10924  
Phone (845) 291-2491

Steven M. Neuhaus  
*County Executive*

November 8, 2021

Re: Water Relevis

Dear Town Supervisor:

We understand that you may be requesting that the County relevy unpaid water charges for placement on the January 2022 tax bill. Due to changes in State law, I ask that you sign the enclosed Certification, and return it to my office so that my office has possession of the Certification no later than November 19, 2021.

If you sign and return the certification by that date, this office plans to submit the proposed relevy to the County Legislature for its consideration at the appropriate meeting in December 2021. Should this office not receive this certification by November 19, 2021, the proposed relevy will not be submitted to the County Legislature for any meeting in December 2021.

Very truly yours,

Eric Ruscher, Director