

## Work Session Agenda

TOWN OF WALLKILL  
DATE: 12/28/2022

WORK SESSION  
TIME: 7:00pm

### Topics:

- Approve Warrants

### Resolutions:

1. Resolution – To Accept A Bid For Towing Services For Town Owned Automobiles
2. Resolution – To Accept Proposal For The Construction Of The Western Avenue Pump Station
3. Resolution – For Promotions To The Position Of Water Treatment Plant Operator & To The Position Of Wastewater Treatment Plant Operator In The Department Of Public Works
4. Resolution – To Execute An Outside Vendor Contract With The Goshen Humane Society
5. Resolution – Approving Second Language Stipend For Specific Employees

### Executive Session:

### Motion to Adjourn:

**THE TOWN OF WALLKILL  
TOWN BOARD**

**ROLL CALL VOTE**

The following was presented  
By: \_\_\_\_\_  
Sec'd by: \_\_\_\_\_  
Date of Adoption: \_\_\_\_\_

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> <b>Mr. Coyne</b>				
<i>Councilman</i> <b>Mr. Valentin</b>				
<i>Councilman</i> <b>Mr. Meyer</b>				
<i>Councilman</i> <b>Mr. Johnson</b>				
<i>Supervisor</i> <b>Mr. Serrano</b>				
<b>TOTAL</b>				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL  
AUTHORIZING THE SUPERVISOR TO ACCEPT A BID FOR TOWING SERVICES  
FOR TOWN OWNED AUTOMOBILES**

**WHEREAS**, the Town Board of the Town of Wallkill is in need of towing services for Town owned automobiles, and

**WHEREAS**, the Town is required under New York State Law to award such contract to the lowest responsible bidders; and

**WHEREAS**, bids were solicited, opened and reviewed on December 19, 2022; and

**WHEREAS**, the lowest responsible bidders have been identified,

**NOW, THEREFORE, LET IT BE HEREBY**

**RESOLVED**, that the Town Board hereby authorizes and directs the Town of Wallkill Supervisor, or his designee, to accept the following bid for towing services for Town owned automobiles from:

**Complete Auto Recovery Services, Inc (CARS) in the amount of \$84.95 per tow**

and it is further,

**RESOLVED**, that the Town Supervisor, or his designee, is hereby authorized to execute any and all documents to effectuate acceptance of said bids, subject to the approval of the Town Attorney.

**THE TOWN OF WALLKILL  
TOWN BOARD**

**ROLL CALL VOTE**

The following was presented  
By: Mr, Serrano  
Sec'd by:  
Date of Adoption:

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> <b>Mr. Coyne</b>				
<i>Councilman</i> <b>Mr. Valentin</b>				
<i>Councilman</i> <b>Mr. Meyer</b>				
<i>Councilman</i> <b>Mr. Johnson</b>				
<i>Supervisor</i> <b>Mr. Serrano</b>				
<b>TOTAL</b>				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL  
AUTHORIZING THE SUPERVISOR TO ACCEPT PROPOSAL FOR THE  
CONSTRUCTION OF THE WESTERN AVENUE PUMP STATION.**

**WHEREAS**, the Town Board of the Town of Wallkill is in need of contractors for the construction of the Western Avenue Pump Station; and

**WHEREAS**, the Town is required under New York State Law to award such contract to the lowest responsible bidders; and

**WHEREAS**, proposals for the construction of the Western Avenue Pump Station were solicited, opened and reviewed on December 13, 2022; and

**WHEREAS**, the lowest responsible bidders have been identified,

**NOW, THEREFORE, LET IT BE HEREBY**

**RESOLVED**, at the recommendation of Pitingaro & Doetsch Consulting Engineers, the Town Board hereby authorizes and directs the Town of Wallkill Supervisor, or his designee, to accept the proposal for the construction of the Western Avenue Pump Station from:

General Construction – TAM Enterprises in the amount of \$969,991.00

Electrical – Harry F. Rotolo & Sons, Inc. in the amount of \$27,989.00

**RESOLVED**, that the Town Supervisor, or his designee, is hereby authorized to execute any and all documents to effectuate acceptance of said bids, subject to the approval of the Town Attorney. These improvements will be funded through the project Budget Line HSC8120.4616.

**THE TOWN OF WALLKILL  
TOWN BOARD**

**ROLL CALL VOTE**

The following was presented

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

Sec'd by: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> <b>Mr. Coyne</b>				
<i>Councilman</i> <b>Mr. Valentin</b>				
<i>Councilman</i> <b>Mr. Meyer</b>				
<i>Councilman</i> <b>Mr. Johnson</b>				
<i>Supervisor</i> <b>Mr. Serrano</b>				
<b>TOTAL</b>				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL  
PROMOTING AARON DOOLITTLE AND ZACHERY MEAD  
TO THE POSITION OF WATER TREATMENT PLANT OPERATOR  
AND COLIN HOLMES TO THE POSITION OF  
WASTEWATER TREATMENT PLANT OPERATOR IN THE  
DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, there exists three (3) vacancies in the Town of Wallkill Department of Public Works for the positions of Water and Wastewater Treatment Plant Operator; and

**WHEREAS**, upon the recommendation of Louis J. Ingrassia Jr., Commissioner of Public Works, the Town Board has considered the promotion and appointment of Aaron Doolittle, Zachery Mead and Colin Holmes to fill the current vacancies, and

**WHEREAS**, it is the opinion of the Town Board of the Town of Wallkill that Aaron Doolittle, Zachery Mead and Colin Holmes are qualified to serve as Water and Wastewater Treatment Plant Operators,

**NOW, THEREFORE, BE IT HEREBY**

**RESOLVED**, that the Town Board of the Town of Wallkill hereby makes the following promotional appointments in the Town Department of Public Works, effective as of January 3, 2023:

- Aaron Doolittle-Water Treatment Plant Operator
- Zachery Mead-Water Treatment Plant Operator
- Colin Holmes-Wastewater Treatment Plant Operator; and be it further

Resolution No. \_\_ of 2022

**RESOLVED**, that said promotions shall be provisional and subject to the submission and acceptance of all appropriate documentation by the Orange County Department of Human Resources and effective upon such acceptance.

Resolution No. : \_\_\_ of 2022

**THE TOWN OF WALLKILL  
TOWN BOARD**

**ROLL CALL VOTE**

<b>Names</b>	<b>Ayes</b>	<b>Noes</b>	<b>Abstain</b>	<b>Absent</b>
<i>Councilman</i> <b>Mr. Coyne</b>				
<i>Councilman</i> <b>Mr. Valentin</b>				
<i>Councilman</i> <b>Mr. Meyer</b>				
<i>Councilman</i> <b>Mr. Johnson</b>				
<i>Supervisor</i> <b>Mr. Serrano</b>				
<b>TOTAL</b>				

The following was presented

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

Sec'd by: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL  
AUTHORIZING THE TOWN SUPERVISOR TO EXECUTE AN OUTSIDE VENDOR  
CONTRACT WITH THE GOSHEN HUMANE SOCIETY**

**WHEREAS**, the Town of Wallkill has the opportunity to contract the services of The Goshen Humane Society, which will provide housing and care to stray animals within the Town of Wallkill; and

**WHEREAS**, the professional services to be provided by The Goshen Humane Society are not subject to competitive bidding procedures; and

**WHEREAS**, the Town Board has determined that it is in the overall best interests of the Town to enter into a contract with The Goshen Humane Society for the aforesaid stray animal services for the calendar year 2023,

**NOW THEREFORE, IT IS HEREBY**

**RESOLVED**, that the Town Board of the Town of Wallkill hereby authorizes the Town Supervisor to execute a certain agreement with The Goshen Humane Society for the housing and care of stray animals within the Town of Wallkill pursuant to the annexed contract for the 2023 calendar year, along with any other appropriate documents to effectuate the intent of this Resolution, all of which shall be subject to review and approval by the Town Attorney.

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2022, pursuant to the provisions of Article 7 of the Agriculture and Markets Law, by and between the Town of Wallkill, a municipal corporation organized under the laws of the State of New York, located at 99 Tower Drive Middletown, New York 10941 (“Town”) and Goshen Humane Society, a charitable organization and corporation duly organized under the laws of the State of New York, located at 44 Police Drive Goshen, NY 10924.

## WITNESSETH

WHEREAS, Goshen Humane Society owns and operates a shelter for the care of dogs, cats and other animals; and

WHEREAS, the Town desires to utilize the services of Goshen Humane Society as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, Goshen Humane Society and the Town do hereby agree as follows:

- 1) Goshen Humane Society shall provide shelter, subject to the exceptions set forth in Paragraph 2, below, for dogs/cats seized within the Town by the authorized Animal Control Officer in accordance with Article 7 of the Agriculture and Markets Law and Chapter 161 of the Town of Wallkill Code (“**Seized Dog**”). Goshen Humane Society agrees:
  - A) To properly shelter, care, feed and water Seized Dogs/Cats for the minimum redemption period required by the Agriculture and Markets Law (“**Redemption Period**”); and
  - B) To make Seized Dogs/Cats available for redemption by their owners for at least the Redemption Period; and
  - C) To make Seized Dogs/Cats available for adoption for any minimum period required by applicable law if, at the end of the Redemption Period, said dog/cat has not been redeemed by its owner (provided that the dog/cat’s temperament and health makes it

suitable for adoption, which is to be determined in the sole discretion of Goshen Humane Society).

- 2) Goshen Humane Society shall not be obligated to accept any Seized Dogs/Cats:
  - A) If Goshen Humane Society does not have adequate space to house such dog/cat; or
  - B) Which are in need of veterinary services, except in accordance with Paragraph 3 below or
  - C) Which are not accompanied by the appropriate Animal Control Officer's seizure report, or
  - D) Which, due to their temperament, are likely to need euthanasia (as Goshen Humane Society is a no-kill animal sanctuary).
  
- 3) Any sick or injured Seized Dogs/Cats shall receive appropriate veterinarian care prior to delivery to Goshen Humane Society. At the time of delivery, the Animal Control Officer shall provide Goshen Humane Society, in writing, the veterinarian's diagnosis, treatment protocol, and necessary medication to treat such Seized Dog/Cat. Any subsequent additional veterinary expense related to such Seized Dog/Cat shall be billed directly to the Town.
  
- 4) Goshen Humane Society agrees to prepare, retain, and make available to the Town complete and accurate records concerning the care and disposition of all Seized Dogs/Cats cared for by Goshen Humane Society hereunder as well as any expenses incurred.
  
- 5) In consideration for the above mentioned services, in addition to the expenses set forth in Paragraph 3 above, the Town shall pay Goshen Humane society as follows; A) Two Hundred Fifty Dollar intake fee per Seized Dog accepted by Goshen Humane Society. B) Seventy Five Dollar intake fee per Seized Cat accepted by Goshen Humane Society. Each month, Goshen Humane Society will submit a bill to the town of all expenses set forth Section 3 and this Section 5; the Town shall pay such bill within thirty (30) days of receipt thereof.
  
- 6) Nothing contained herein shall limit Goshen Humane Society's rights under Section 183 of the Lien Law, or pursuant to Section 373 of the Agriculture and Markets Law, or as derived from any other general or special law, or by means of any civil action or proceeding to recover from the owner thereof any necessary or reasonable costs and expenses incurred by Goshen Humane Society in providing care, shelter, food and water for any Seized Dog/Cat.



- 7) Nothing contained herein shall limit the Town's rights under applicable provisions of the law, or by means of any civil action or proceedings, to recover from the owner of any dog delivered by the Town to Goshen Humane Society any fees, charges or outstanding fines or penalties owed by such owner to the Town.
- 8) Nothing herein shall obligate the Town to deliver to Goshen Humane Society any minimum number of dogs/cats or all Seized Dogs/Cats. Goshen Humane Society makes no express or implied representation or warranty; its services hereunder are provided "as is". Goshen Humane Society will not be liable to the Town for any incidental, indirect, special, punitive or consequential damages or any kind or lost profits in connection with this Agreement, whether or not either party is aware of the possibility of such damages and notwithstanding the failure of any remedy to achieve its essential purpose. The liability of Goshen Humane Society hereunder will not exceed the amount paid to Goshen Humane Society hereunder in the six (6) months prior to the event giving rise to such liability. In the event that applicable law disallows any or all of the limitations of liability contained in the provision, Goshen Humane Society liability shall be limited to the greatest extent permitted by law.
- 9) It is agreed that the relation of Goshen Humane Society to the services to be performed by it under this Agreement shall be that of an independent contractor.
- 10) Goshen Humane Society agrees to defend, indemnify and save the Town, its officers, agents and employees, harmless from any and all liability imposed on the Town, its officers, agents, and/or employees arising from the negligence, active or passive, of Goshen Humane Society. The Town agrees to defend, indemnify and save Goshen Humane Society, its officers, agents, volunteers and employees, harmless from any and all liability imposed on Goshen Humane Society, its officers, agents, volunteers and/or employees arising from the Town's breach of any obligation hereunder, violation of any law, or negligence (active or passive).
- 11) The term of this agreement is from January 1, 2023 through December 31, 2023. Either party, however, without prejudice to any other rights or remedy it may have, may with fourteen (14) days written notice to the other party, terminate this Agreement.
- 12)
  - A) This Agreement represents the entire Agreement between the parties regarding the subject matter hereof, which they have equally bargained for, and it supersedes all

prior negotiations, writings and agreements regarding such subject matter. Any modifications of the Agreement must be in writing and signed by both parties.

- B) Neither party may assign its rights or delegate its obligations under this Agreement without the other party's prior written consent. This Agreement will be binding upon the parties hereto and their successors and permitted assigns.
- C) No waiver of any term or condition of this Agreement, or of any breach of this Agreement or of any part thereof, will be deemed a waiver of any other term or condition of the Agreement or of any later breach of the Agreement or of any part thereof.
- D) This Agreement will be construed and interpreted according to the laws of the State of New York, without regard to conflict of law principles. Each party submits to the jurisdiction of the Federal and state courts located in Orange County, New York.
- E) If any provision of the Agreement is held by a court of competent jurisdiction to be enforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of the Agreement will not be affected and will continue in full force and effect.
- F) All notices required or permitted under this Agreement shall be in writing and be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or certified mail addressed to the parties at the addresses set forth in the preamble hereof. Notice of a change in address shall be given in writing to the other party and shall be effective upon receipt.
- G) This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Town of Wallkill

Goshen Humane Society

By

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By

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Resolution No. : \_\_\_ of 2022

**ROLL CALL VOTE**

**THE TOWN OF WALLKILL  
TOWN BOARD**

The following was presented

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

Sec'd by: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_

Names	Ayes	Noes	Abstain	Absent
<i>Councilman</i> <b>Mr. Coyne</b>				
<i>Councilman</i> <b>Mr. Valentin</b>				
<i>Councilman</i> <b>Mr. Meyer</b>				
<i>Councilman</i> <b>Mr. Johnson</b>				
<i>Supervisor</i> <b>Mr. Serrano</b>				
<b>TOTAL</b>				

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF WALLKILL  
APPROVING SECOND LANGUAGE STIPEND FOR SPECIFIC EMPLOYEES**

**WHEREAS**, Town Board of the Town of Wallkill has authorized an annual stipend for certain employees who utilize a second language other than English in the performance of their duties; and

**WHEREAS**, the employees listed below qualify for the annual stipend,

**NOW THEREFORE**, it is hereby

**RESOLVED**, by the Town Board of the Town of Wallkill that the following employees shall be paid the annual second language stipend for the 2023 calendar year in accordance with the provisions of either the Town of Wallkill Employee Handbook or the CSEA Clerical Unit Collective Bargaining Agreement depending on whether or not said employee is a member of the CSEA Clerical Unit:

- 1. Euridice Josephine Kranwinkel**
- 2. Mercedes Biktjorn**
- 3. Eliza Vanessa Guzman**
- 4. Darlynn Pluas**