

#5



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

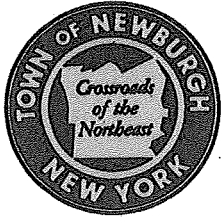
To: Supervisor Piaquadio
Town Board Members

From: Charlene M Black, Personnel Director

Date: June 26, 2023

Re: Full-Time Police Officers

Please find attached three candidates from the recent Resident canvas list, Christopher Quinones, John Diee, and Kyle Brown whom Police Chief Campbell has recommended. Their background checks came back favorably. The three candidates' hire date will be on or after July 10th, 2023 pending their physical which Orange County Human Resources will send them for, psychological, fingerprints, and all the necessary paperwork with my office. Thank you in advance for your approval.



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

June 16, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Christopher Quinones as a full-time police officer at a starting salary of \$62,955 per year. Mr. Quinones is currently reachable on the Orange County Civil Service Police Eligibility list as a resident of the Town of Newburgh. I am requesting a start date effective on or after July 10th. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Christopher Quinones

DEPARTMENT: Police Department

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: FT

HOURLY RATE: \$62,955 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 001-3120-010-000

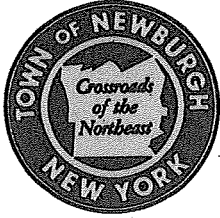
PROPOSED HIRE DATE: On or After 7/10/23

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

[Signature]
DEPARTMENT HEAD SIGNATURE

6/16/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

June 16, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire John Diee as a full-time police officer at a starting salary of \$62,955 per year. Mr. Diee is currently reachable on the Orange County Civil Service Police Eligibility list as a resident of the Town of Newburgh. I am requesting a start date effective on or after July 10th. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: John Dice

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

F/T
FULL TIME OR PART TIME:

HOURLY RATE: \$62,955 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

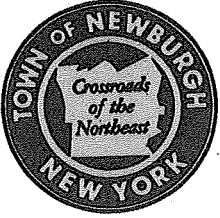
PROPOSED HIRE DATE: on or after 7/10/23

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

[Signature]
DEPARTMENT HEAD SIGNATURE

6/14/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

June 16, 2023

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to hire Kyle Brown as a full-time police officer at a starting salary of \$62,955 per year. Mr. Brown is currently reachable on the Orange County Civil Service Police Eligibility list as a resident of the Town of Newburgh. I am requesting a start date effective on or after July 10th. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Kyle Brown

DEPARTMENT: Police

TITLE OF POSITION: Police Officer

FULL TIME OR PART TIME: F/T

HOURLY RATE: 62,955 per year

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 001-3120-0100-000

PROPOSED HIRE DATE: on or after 7/10/23

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


DEPARTMENT HEAD SIGNATURE

6/16/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#6

TOWN OF NEWBURGH

AUDIT # 12

DATE: June 26, 2023

TOTAL OF ALL PAYMENTS: \$ 768,954.49

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 768,954.49 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : **JUN 26 2023**

Town Clerk Office

Town Board:

June 26th Workshop Meeting

Three bids have been obtained to replace the air conditioning units at the Desmond Estate:

Armistead Mechanical Inc. \$ 17,950.00

MDS HVAC Inc \$ 18,133.00

United Air Conditioning \$ 21,628.00

I am looking for a motion to award the contract to Armistead Mechanical at a cost of \$ 17,950.00



April 19, 2023

Town of Newburgh
Desmond Campus
6 Albany post rd.
Newburgh NY, 12550

Re: Installation of new Samsung Max Heat Tri zone heat pump system for 2nd floor offices.

Thank you for the opportunity to quote the above work.
We propose to furnish the necessary labor, material and supervision required to.

Our proposal is based on the following:

1. Remove old Trizone Sanyo system.
2. Provide and install Samsung 2-ton Tri zone heat pump system.
3. Install 9k BTU wall mount air handler in main office.
4. Install 7k BTU wall mount air handler in 2 other offices.
5. Install outdoor heat pump in same location as existing unit was.
6. Start and test operation of new system.

Our proposal excludes the following:

1. Parts or materials not herein listed.
2. Permits and permit fees.
3. Roofing, Carpentry, Painting, Masonry, Drop ceiling removal.
4. Overtime or premium time.

The above can be completed for the sum of \$17,950.00 plus any applicable taxes.

Sales tax, if applicable, is a separate item unless the properly executed tax certificate is provided.

Please sign where indicated, confirming your acceptance of the above listed work. Kindly fax or E-mail the signed acceptance to our office, including your Purchase Order Number

If you should have any questions or require additional information on the above. Please Do not hesitate to call us.

Authorized Signature: _____ Date: _____

Purchase order: _____

Yours Truly,

Jason Curabba

This quotation will remain valid for thirty (30) days



MDS HVAC-R INC.

HEATING AND AIR CONDITIONING

192 Plains Road Walden, N.Y. 12586

Phone: (845) 713-4598

Email: info@mdshvacr.com

Fax: (845) 713-4626

Quote

Quote No	Quote Date
286	6/16/2023

Salesperson
David DiViesti

Customer	Work to be Performed at
Town of Newburgh 1493 Route 300 Newburgh, NY 12550 Gil Piaquadio Phone: (845) 564-4552 Cell: (914) 497-3398 Fax: Email: supervisor@townofnewburgh.org	Desmond Estate 6 Albany Post Road Newburgh, NY 12550 Gil Piaquadio - Supervisor Norman - Maint

Work Requested

REPLACE 3 INDOOR DUCTLESS UNITS AND 1 THREE ZONE OUTDOOR UNIT.

Qty	U/M	Item No	Description	Rate/Unit	Amount
			RECOVER REFRIGERANT AND REMOVE OLD UNITS		
			INSTALL NEW INDOOR UNITS AND SET OUTDOOR UNIT		
			INSTALL NEW REFRIGERANT PIPING TO CONNECT ALL UNITS		
			INSTALL NEW CONTROL WIRING TO ALL NEW UNITS		
			INSTALL NEW PIPE COVERING OUTSIDE		
			PRESSURE TEST, EVACUATE AND CHARGE ALL SYSTEMS		
			START UP AND CHECK SYSTEM OPERATION		
			PRICE INCLUDES ALL MATERIAL, LABOR & EQUIPMENT		
1.00			TOTAL	18,133.00	18,133.00

Subtotal:	18,133.00
Taxable Amount:	0.00
No Tax Sales Tax:	0.00
Quote Total:	18,133.00



UNITED AIR CONDITIONING, REFRIGERATION, PLUMBING and HEATING, Inc.
201 Ann Street Newburgh, NY 12550 | tele: 845.561.5030 fax: 845.561.0038
Office@UnitedHVAC-USA.com

PROPOSAL# E-8084-23

TO: Town of Newburgh
1496 Route 300
Newburgh, NY 12550

May 25, 2023

564-4552

ATTN: Gil Piaquadio, Supervisor

Supervisor@townofnewburgh.org

RE: Desmond Center - 6 Albany Post Road Newburgh, NY

UNITED is pleased to offer the following proposal for the design, build and installation of a three (3) zone wall mounted inverter mini-split heat pump system to replace an existing Sanyo 3-zone heat pump system. Conversion of existing refrigerant R-22 to Ozone friendly R-410A per EPA requirements and replacement of all refrigeration piping.

Per Site Visit dated 5/2/23 by Michael Seaborg & John Durkin

We propose an installation of Carrier/Bryant equipment as an energy efficient solution to your heat pump system upgrade needs.

1 - SCOPE OF PROPOSAL:

- A - One (1) lump sum price quote inclusive of all labor and materials necessary for an installation so (as proposed) system will be complete and ready to operate.
- B- **Base Bid** inclusive of reclamation of R-22 refrigerant per Clean Air Act of 1990. Demolition and removal of existing Sanyo heat pump system including all equipment, piping and electrical wiring.

2 - EXISTING EQUIPMENT:

- A- Age approximately = 25 years
- B- Outdoor condensing unit
 - > Sanyo 3-zone mini-split heat pump #CM3212/S#0009962
 - 2.5 ton/32,000 BTU capacity - R-22 refrigerant
- C Wall mounted fan coil units
 - > Sanyo 7,000 BTU capacity quantity = 2
 - > Sanyo 18,000 BTU capacity quantity = 1

UNITED AIR CONDITIONING, REFRIGERATION, PLUMBING and HEATING, Inc.
PROPOSAL# E-8084-23

TO: Town of Newburgh
RE: Desmond Center - 6 Albany Post Road Newburgh, NY

May 25, 2023

3 - EXISTING CONDITIONS & RECOMMENDATIONS:

- A- The refrigeration piping between each indoor fan coil unit, and the outdoor condensing unit is installed, attached to the outside walls of the building, exposed in several locations and concealed in gutter leader pipe where run vertical from second floor locations.
- B- We propose to remove and replace existing 2 ½ ton Sanyo system with a new 3 ton Carrier system including refrigerant conversion to EPA approved Puron 410-A. All existing refrigeration piping will be removed and replaced with new . Piping will be installed exposed on outside walls of building in similar fashion to existing piping. Proposed price includes all power and control voltage electrical wiring so system will be complete and ready to operate

4 - GENERAL SCOPE OF PROPOSED WORK:

- A- It is the intent that the work performed as listed herein, shall provide for the design-build, furnishing and installing of the heating, ventilating and air conditioning mini-split system, complete as specified..
- B- Price includes shop drawings provided for all major items of equipment.
- C Workmanship – Provide neat, mechanical appearance. Provide minor alterations to suit job conditions to accomplish.
- D- Materials – Provide best accepted industry standard equipment as per manufacturer and catalog numbers shown. Piping materials shall meet ASME test codes. Cooling equipment ratings should be per ARI standards. All equipment shall be new.
- F- Labor – Price includes New York State Prevailing Wage rates.
- G- Hours of work – Price excludes 2nd 3rd shift hours of work .
- H- Guarantee- United shall guarantee all workmanship, materials and correct operation for a period of one year and shall repair promptly any leaks or breakdowns during that period. Where specific items have greater manufacturer's guarantee period, this guarantee is in addition to manufacturer's liability. Guarantee shall be in writing to the owner.

This warranty applies for services pertaining to work procedures specified and listed herein. Situations relating to or necessitated by need for emergency work or services related to equipment and/or installations other than listed herein may be considered billable at a time and material rate.

UNITED AIR CONDITIONING, REFRIGERATION, PLUMBING and HEATING, Inc.
PROPOSAL# E-8084-23

TO: Town of Newburgh
RE: Desmond Center - 6 Albany Post Road Newburgh, NY

May 25, 2023

DUCTLESS SPLIT HEAT PUMP INSTALLATION

6 -SPECIFIC SCOPE OF WORK:

Materials will be provided, and labor performed as follows:

- A- Three (3) new wall mounted fan coil units will be furnished and installed in same locations of existing
- B- One (1) new outdoor condensing unit will be set on side of house and will be placed on a prefabricated equipment stand.
- C Refrigerant piping will be routed: Along outside wall of building, and will be enclosed in gutter leader that is currently in place.
- D- Refrigerant piping will be routed exposed where necessary in similar fashion to existing piping. Price excludes new enclosures and or finish painting.
- E- Condensate drain piping will be installed. Condensate drain will flow:
- *By gravity to outside of building to vicinity of outdoor condensing unit.*
- F- Thermostat control will be hand held wireless remote, and may be inserted into wall bracket that will be installed in vicinity of indoor evaporator air handler unit. Qty = 3
- G- Proposed price *includes* circuit breaker(s) and power voltage electrical installation; existing circuits to new equipment
- H- Electrical installation will be per local and national code requirements and standards.
- I- As proposed, new system will be installed complete and ready to operate.

7 - EQUIPMENT SPECIFICATIONS:

Carrier/Bryant M# 38MGHBQ36DA3~ 3-zone Mini-split heat pump system > 3 ton capacity
-Puron R410A refrigerant > up to 24 SEER
-Qty = two (2) high wall mounted fan coil unit @ 9,000 BTU each
-Qty = one (1) high wall mounted fan coil unit @ 18,000 BTU

8 - PRICE: \$ 21,628.00 Lump sum including all labor and materials

PAYMENT TERMS: No down payment necessary due in full upon completion of job

UNITED AIR CONDITIONING, REFRIGERATION, PLUMBING and HEATING, Inc.
PROPOSAL# E-8084-23

TO: Town of Newburgh
RE: Desmond Center - 6 Albany Post Road Newburgh, NY

May 25, 2023

9 - PROPOSED PRICE INCLUDES FOLLOWING:


- A- Installation of proposed *equipment – systems* complete and ready to operate.
- B- Removal of garbage and job related debris from customer's property.
- C- Power voltage wiring installation including installation of existing circuits to new equipment.
- D- Control voltage wiring installation.
- E- Quality of job workmanship warranty: In addition to manufacturer's written warranty, UNITED provides a quality of job workmanship guaranty inclusive of all labor and material costs related to 24 hour 7 day emergency repair service for 90 days from date of initial start-up of new *mini split*-system.

Price effective for 21 days

10 - PROPOSED PRICE EXCLUDES FOLLOWING:

- A- Municipal permits
- B- Finish painting on piping and enclosures that may be exposed along exterior or interior of building
- C- Hours of work other than Monday -Friday 7:30AM-4:00PM

a.) All sums due hereunder, if not paid within THIRTY (30) days of the invoice date, shall bear interest at the rate of 1.5% per month.
b.) In the event litigation is commenced to collect any sums due hereunder, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees.

Submitted by: John A. Durkin  5/25/23
United Air Conditioning, Refrigeration, Plumbing & Heating, Inc. (CD)

Sign: _____ Print: _____ Date: _____
Acceptance of this proposal

#9



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000153298438.2	Sales Rep	Kevin Rezka
Total	\$12,168.52	Phone	(800) 456-3355, 6179294
Customer #	28486270	Email	Kevin_Rezka@DELL.com
Quoted On	May. 22, 2023	Billing To	GIL PIAQUADIO
Expires by	Jun. 21, 2023		TOWN OF NEWBURGH
Contract Name	Dell NYS OGS Umbrella		1496 ROUTE 300
Contract Code	Contract PM20820		NEWBURGH, NY 12550-2697
Customer Agreement #	C000000005000		
Solution ID	PM20820		
	17751103.2		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Kevin Rezka

Shipping Group

Shipping To	Shipping Method
GIL PIAQUADIO	Standard Delivery
TOWN OF NEWBURGH	
1496 ROUTE 300	
NEWBURGH, NY 12550-2697	
(845) 564-4552	

Product	Unit Price	Quantity	Subtotal
PowerEdge Server Tailor Made Instant Saving	\$12,168.52	1	\$12,168.52
Subtotal:			\$12,168.52
Shipping:			\$0.00
Non-Taxable Amount:			\$12,168.52
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$12,168.52

Shipping Group Details

Shipping To

GIL PIAQUADIO
TOWN OF NEWBURGH
1496 ROUTE 300
NEWBURGH, NY 12550-2697
(845) 564-4552

Shipping Method

Standard Delivery

		Quantity	Subtotal
PowerEdge Server Tailor Made Instant Saving	\$12,168.52	1	\$12,168.52

Estimated delivery if purchased today:

Jun. 07, 2023

Contract # C000000005000

Customer Agreement # PM20820

Description	SKU	Unit Price	Quantity	Subtotal
3.5 Chassis	379-BDSZ	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
PowerEdge R550 Server	210-AZEG	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
8x3.5" SAS/SATA, 2 CPU	321-BGSI	-	1	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	1	-
Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666	338-CBWI	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Standard Heatsink	412-AAVU	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 0	780-BCDL	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, front load	750-ACFR	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan Cold Swap 2U,V2 x5	750-ADIN	-	1	-
Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	1	-
2 CPU, 3x16 LP+ 1x8(x4 link) LP	330-BBVE	-	1	-
PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIB	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	540-BCOD	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag R550	350-BCFM	-	1	-
BOSS Blank	403-BCID	-	1	-

Quick Sync 2 (At-the-box mgmt)	350-BCEQ	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-BYJY	-	1	-
Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCP	-	1	-
Windows Server 2022 Standard,No Media,WS2016 Std Downgrade DF Media, Multi Language	528-CSCL	-	1	-
Windows Server 2022 Standard,No Media, WS2016 Std Downgrade w/DVD Media,Multi Lang	634-BYLP	-	1	-
Windows Server 2022 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language	528-CSCQ	-	1	-
Windows Server 2022 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang	634-BYLQ	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge R550 Shipping	340-CVKM	-	1	-
PowerEdge R550 Shipping Material	343-BBRT	-	1	-
PowerEdge INMETRO Label, BCC	389-DYHB	-	1	-
PowerEdge 2U CE, CCC, Marking	389-DYMQ	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-4568	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	859-4582	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	859-4602	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
ENT CONFIG SVCS,FEE, RAID 1 SINGLE CONTAINER ON 2HDD	366-0227	-	1	-
ENT CONFIG SVCS,FEE, RAID 10 SINGLE CONTAINER ON 6HDD	366-0224	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	12	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 1 DWPD	400-AXRJ	-	2	-
960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 1 DWPD	400-AXSE	-	6	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Windows Server 2022 Standard Edition, Add License,16CORE,NO MEDIA/KEY	634-BYJV	-	1	-
50-pack of Windows Server 2022/2019 User CALs (Standard or Datacenter)	634-BYKK	-	1	-

Subtotal:	\$12,168.52
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$12,168.52

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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6/21/23, 9:36 AM

Town of Newburg Mail - Your Dell Order Has Been Confirmed|Dell Purchase ID: 2009516644068|Purchase Order: 20232605

Order Number:
681613681
Contract Code: C000000005000

Estimated to Arrive By:
Jun. 14, 2023

	Qty	Price	Total
PowerEdge R550 Server	1	\$12,168.52	\$12,168.52
Subtotal			\$12,168.52
Shipping &/or Handling			\$0.00
Estimated Tax			\$0.00
Total (USD)			\$12,168.52

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Dell reserves the right to cancel this order in the event of pricing or other errors.

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Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

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Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

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US_ORDERCONFIRMATION_2009516644068_681613681_11.OC.pdf

107K

#10



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

MEMORANDUM

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

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M. J. Rider
(1906-1968)

Elliott M. Weiner
(1915-1990)

COUNSEL

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

OF COUNSEL

Craig F. Simon
Irene V. Villacci

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: CROSSROADS CONSOLIDATED SEWER DISTRICT
MEADOW HILL SEWER REMEDIATION PROJECT
OUR FILE NO. 801.____; 800.1(B)() (2022); 800.1(B)
() (2023)

DATE: JUNE 23, 2023

Enclosed please find the following draft resolution and order for the Town Board's consideration which are required in connection with the above referenced project:

- #10A 1. RESOLUTION OF SEQRA DETERMINATION THAT AMENDED ACTION IS A TYPE II ACTION: CROSSROADS CONSOLIDATED SEWER DISTRICT MEADOW HILL SEWER REMEDIATION PROJECT
- #10B 2. ORDER CALLING PUBLIC HEARING IN THE MATTER OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CROSSROADS CONSOLIDATED SEWER DISTRICT IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

I'm advised that the Town's consulting engineers at McGoe, Hauser & Edsall, will be delivering the amended Map, Plan and Report required for the proceedings to the Town Clerk and Board on Monday.

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

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Ronald Clum, Town Accountant (via e-mail)
James Osborne, Town Engineer (via e-mail)
Pat Hines, McGoe, Hauser & Edsall (via e-mail)
Douglas Goodfriend, Esq. (via e-mail) C O M

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of June, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF SEQRA
DETERMINATION THAT AMENDED
ACTION IS A TYPE II ACTION:
CROSSROADS CONSOLIDATED
SEWER DISTRICT MEADOW
HILL SEWER REMEDIATION
PROJECT

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

WHEREAS, the Town Board previously determined that the approval and undertaking of the Crossroads Consolidated Sewer District Meadow Hill Sewer Remediation Project consisting of the rehabilitation of existing sewer mains and manholes by trenchless relining to mitigate inflow and infiltration from entering the sewer system and improvements to appurtenant facilities throughout the Meadow Hill area within the Crossroads Consolidated Sewer District in the Town of Newburgh, New York, in and for said Town, as well as incidental costs and expenses in connection therewith, at a maximum estimated cost of \$2,508,750 is a Type II action under Section 617.5(C) (2) of Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation Law; and

WHEREAS, the Town Board is now considering an amended Meadow Hill Sewer Remediation project the consisting of the rehabilitation of existing sewer mains and manholes by both trenchless relining and open cut replacement to mitigate inflow and infiltration from entering the sewer system and improvements to appurtenant facilities throughout the Meadow Hill area of said Sewer District as well as incidental costs and expenses in connection therewith, resulting in an increased estimated maximum cost of the project of \$3,500,000;

WHEREAS, the Town will be applying to finance the work in part by grant funding from New York State agency sources; and

WHEREAS, the Town Board has reviewed and considered the Meadow Hill Sewer Remediation project, as amended, including the project's funding and planning, as an Action under Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation Law and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

WHEREAS, Section 617.5(C) (2) of Part 617 provides that the following actions are Type II actions and not subject to review:

"replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part [Type I action thresholds]."

NOW, THEREFORE, BE IT RESOLVED as follows:

That after considering all of the information presented to it, the Town Board determines that the Action, as amended, is a Type II Action under 6 NYCRR S 617.5 (C) (2).

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall, 1496
Route 300, in the Town of Newburgh, Orange
County, New York on the ___th day of June, 2023 at
7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

In the Matter of A Proposed Increase and Improvement of the Facilities of the Crossroads Consolidated Sewer District in the Town of Newburgh, Orange County, New York	ORDER CALLING PUBLIC HEARING
---	---------------------------------------

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

WHEREAS, pursuant to the proceedings duly had and taken in accordance with the provisions of the Town Law Section 202-b, and more particularly an Order dated the 22nd day of August, 2022, the Town Board of the Town of Newburgh, Orange County, New York, found and determined that it is in the public interest to make the increase and improvement of the facilities of the Crossroads Consolidated Sewer District (Meadow Hill Sewer Remediation Project), in the Town of Newburgh, Orange County, New York, consisting of the rehabilitation of existing sewer mains and manholes by trenchless relining to mitigate inflow and infiltration from entering the sewer system and improvements to appurtenant facilities throughout the Meadow Hill area within the Crossroads Consolidated Sewer District, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, at a maximum estimated cost of \$2,508,750

WHEREAS, the aforesaid capital project has been determined to be a "Type II" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") and Chapter 100 of the Town of Newburgh Municipal Code and the documentation relating to SEQRA is

available in the office of the Town Clerk for inspection during normal office hours; and

WHEREAS, pursuant to proceedings heretofore had and taken by the Town Board of the Town of Newburgh, Orange County, New York pursuant to the provisions of Section 751 of the General Municipal Law, the Meadow Hill South Sewer District has been consolidated with the Crossroads Consolidated Sewer District, the Wintergreen Sewer District, the Fleetwood-Holiday Park Sewer District, the 17K/UA Sewer District, the Meadow Hill North Sewer District, the Gidney Sewer District and the Algonquin Sewer District into a single sewer district known as the Crossroads Consolidated Sewer District in accordance with the terms and conditions of the certain JOINT CONSOLIDATION AGREEMENT BETWEEN THE CROSSROADS CONSOLIDATED SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE WINTERGREEN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE FLEETWOOD-HOLIDAY PARK SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE 17K/UNION AVENUE SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL NORTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE MEADOW HILL SOUTH SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE GIDNEY SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK AND THE ALGONQUIN SEWER DISTRICT OF THE TOWN OF NEWBURGH, NEW YORK PURSUANT TO ARTICLE 17-A OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK dated November 8, 2016 (the "Joint Consolidation Agreement"); and

WHEREAS, the Joint Consolidation Agreement provides that future improvements of the Consolidated Crossroads Sewer District which are financed will be paid for by indebtedness of the consolidated district assessed and paid for on a benefit basis by all property owners and users of the Crossroads Consolidated Sewer District; and

WHEREAS, the Town Board has caused MHE Engineering, DPC, competent engineers licensed in New York, to prepare an amended map, plan and report for the increase and improvement of the facilities of the Crossroads Consolidated Sewer District within said Town for the purposes of modifying the scope of the work to include open cut replacement of sewer mains, so that the increase and improvement of the facilities of the Crossroads Consolidated Sewer District consists of the rehabilitation of existing sewer mains and manholes by both trenchless relining and open cut replacement to mitigate inflow and infiltration from entering the sewer system and improvements to appurtenant facilities throughout the Meadow Hill area of said Sewer District in the Town of Newburgh, New York, as well as incidental costs and

expenses in connection therewith, resulting in an increase in the estimated maximum cost of the project from \$2,508,750 to \$3,500,000; and

WHEREAS, said map, plan and report (as so amended) for such increase and improvement of facilities of the Crossroads Consolidated Sewer District with a revised estimate the total maximum cost thereof at an amount of \$3,500,000 has been so prepared and filed with the Town; and

WHEREAS, notwithstanding the change in scope of the aforesaid capital project, the project remains a "Type II" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") and Chapter 100 of the Town of Newburgh Municipal Code and the documentation relating to SEQRA is available in the office of the Town Clerk for inspection during normal office hours; and

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

NOW, THEREFORE, BE IT

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

Section 1. The Town Board of the Town of Newburgh shall hold a public hearing at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the 24th day of July, 2023 at 7:15 o'clock, p.m., Prevailing Time on the question of the increase and improvement of the facilities of the Crossroads Consolidated Sewer District within the Town of Newburgh, Orange County, New York in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same and to take such action thereon as is required or authorized by law or shall be proper in the premises.

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

shall also cause a copy of the Notice of Public Hearing to be posted on the signboard of the Town maintained pursuant to subdivision 6 of Section 30 of the Town Law not less than ten (10) nor more than twenty (20) days before the day set for the public hearing as aforesaid.

Section 3. The notice of public hearing shall be in substantially the form attached hereto as Exhibit A and hereby made a part hereof:

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

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The order was thereupon declared duly adopted.

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Newburgh, Orange County, New York will meet at the Town Hall at 1496 Route 300, in the Town of Newburgh, New York on the 24th day of July, 2023 at 7:15 o'clock, p.m., Prevailing Time for the purpose of conducting a public hearing upon a certain map, plan and report, together with an estimate of cost, prepared in relation to the proposed increase and improvement of the facilities of the Crossroads Consolidated Sewer District within the Town of Newburgh, Orange County, New York consisting of the rehabilitation of existing sewer mains and manholes by both trenchless relining and open cut replacement to mitigate inflow and infiltration from entering the sewer system and improvements to appurtenant facilities throughout the Meadow Hill area of said Sewer District in the Town of Newburgh, New York, as well as incidental costs and expenses in connection therewith at a maximum estimated cost of \$3,500,000.00.

The aforesaid project has been determined to be a "Type II" Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA") and the documentation relating to SEQRA is available in the office of the Town Clerk for inspection during normal office hours.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Newburgh, New York,

June __, 2023

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF NEWBURGH,
ORANGE COUNTY, NEW YORK**

Lisa M. Vance Ayers, TOWN CLERK

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of in the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the ___nd day of June, 2023.
2. That such meeting was a **special regular** (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (*the meeting at which the proceeding was adopted*) was caused to be given **PRIOR THERETO** in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

POSTING (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this ___ day of June, 2023.

Town Clerk

(CORPORATE SEAL)



#10

MEMORANDUM

DATE: 9 JUNE 2023

TO: PATRICK J. HINES

FROM: QUINN M. MULLARKEY, E.I.T.

REFERENCE: TOWN OF NEWBURGH CROSSROADS CONSOLIDATED SEWER DISTRICT
MEADOW HILL SEWER REMEDIATION PROJECT
REQUEST FOR BOND RESOLUTION INCREASE

A bond resolution in the amount of \$2,508,750 was authorized at the Town's 22 August 2022 Town Board meeting for the subject project and WIIA Grant Application. A copy of this resolution is attached hereto. The scope of this project for the 2022 application was limited to the trenchless rehabilitation work identified as part of the infiltration & inflow study.

The Town Engineer has identified that they would like to undertake the entirety of the project, including the open-cut replacement work, as part of the 2023 WIIA Grant application. The project scope is identified in the report titled "Meadow Hill Sewer I&I Remediation Project Engineering Report, POSS NYS300057, EPG #104802" dated 23 August 2022, last revised 17 May 2023. The total cost of the open-cut replacement and trenchless rehabilitation work, including engineering, legal, and administrative services, is \$3,500,000.

It is requested of the Town Board to authorize the increase of the project's Bond to satisfy the total project amount of \$3,500,000, which covers the entirety of the project scope, so that the maximum eligible award amount through NYSEFC's 2023 WIIA Grant application can be requested.

Please let me know if the Town is capable of completing this bond increase before the WIIA Grant Application deadline of July 28th, 2023.

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

CERTIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

I, the undersigned Clerk of the Town of Newburgh, Orange County, New York (the "Issuer"), DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on the 22nd day of August, 2022.
2. That such meeting was a **special** regular (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Board of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (the meeting at which the proceeding was adopted) was given PRIOR THERETO in the following manner:

PUBLICATION (here insert newspaper(s) and date(s) of publication)

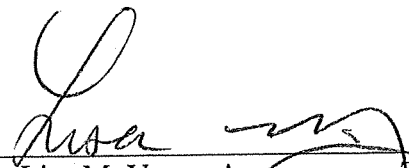
Mid Hudson Times August 11, 2022

POSTING (here insert place(s) and date(s) of posting)

Town Website and Town Hall August 9, 2022

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 29 day of August, 2022.





Lisa M. Vance-Ayers Town Clerk

BOND RESOLUTION

At a regular meeting of the Town Board of the Town of Newburgh, Orange County, New York, held at the Town Hall, in Newburgh, New York, in said Town, on the 22nd day of August, 2022, at 7:00 o'clock P.M., Prevailing Time.

The meeting was called to order by Deputy Supervisor Manley, and upon roll being called, the following were

PRESENT:

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

ABSENT:

Gilbert J. Piaquadio, Supervisor

The following resolution was offered by Councilman LoBiondo who moved its adoption, seconded by Councilman Ruggiero to-wit:

BOND RESOLUTION DATED AUGUST 22, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,508,750 BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CROSSROADS CONSOLIDATED SEWER DISTRICT (MEADOW HILL SEWER REMEDIATION PROJECT), IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

WHEREAS, pursuant to the provisions heretofore duly had and taken in accordance with the provisions of Section 202-b of the Town Law, and more particularly an Order dated the date hereof, said Town Board has determined it to be in the public interest to improve the facilities of Crossroads Consolidated Sewer District (Meadow Hill Sewer Remediation Project), in the Town of Newburgh, Orange County, New York, at a maximum estimated cost of \$2,508,750; and

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to 6 NYCRR Part 617.5 (c)(2) of the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which regulations state that Type II Actions will not have any significant adverse impact on the environment; NOW, THEREFORE, BE IT

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

Section 1. For the specific object or purpose of paying the cost of the increase and improvement of Crossroads Consolidated Sewer District (Meadow Hill Sewer Remediation Project), in the Town of Newburgh, Orange County, New York, consisting of the rehabilitation of existing sewer mains and manholes by trenchless relining to mitigate inflow and infiltration from entering the sewer system and improvements to appurtenant facilities throughout the Meadow Hill area within the Crossroads Consolidated Sewer District, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and

expenses in connection therewith, there are hereby authorized to be issued \$2,508,750 bonds of said Town pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$2,508,750, which specific object or purpose is hereby authorized at said maximum estimated cost, and that the plan for the financing thereof is by the issuance of the \$2,508,750 bonds of said Town authorized to be issued pursuant to this bond resolution; **PROVIDED, HOWEVER,** that to the extent that any grants-in-aid are received for such specific object or purpose or the Town Board shall appropriate other monies of the Town therefor, the amount of bonds to be issued pursuant to this resolution shall be reduced dollar-for-dollar.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is forty years pursuant to subdivision 4 of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the serial bonds herein authorized will exceed five years.

Section 4. The faith and credit of said Town of Newburgh, Orange County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from monies raised from said Crossroads Consolidated Sewer District as applicable in the manner provided by law, there shall annually be levied on all the taxable real property of said Town, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as the Supervisor shall deem best for the interests of said Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, the Supervisor shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters except as provided herein relating to the serial bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the consolidation with other issues, and also the ability to issue serial bonds with substantially level or declining annual debt service, shall be determined by the Supervisor, the chief fiscal officer of such Town. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law, and shall otherwise be in such form and contain such

recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the Supervisor shall determine consistent with the provisions of the Local Finance Law.

Section 8. The Supervisor is hereby further authorized, at the Supervisor's sole discretion, to execute a project finance and/or loan agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State Environmental Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the class of objects or purposes described in Section 1 hereof, or a portion thereof, by a bond, and/or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 9. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Supervisor consistent with the provisions of the Local Finance Law.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 12. This resolution, which takes effect immediately, shall be published in summary form in the official newspaper, together with a notice of the Town Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>VOTING</u>	<u>AYE</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>VOTING</u>	<u>AYE</u>
<u>Scott M. Manley, Councilman</u>	<u>VOTING</u>	<u>AYE</u>
<u>Anthony R. Lobiondo, Councilman</u>	<u>VOTING</u>	<u>AYE</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>VOTING</u>	<u>ABSENT</u>

The resolution was thereupon declared duly adopted.

* * * * *

LEGAL NOTICE OF ESTOPPEL

The bond resolution, a summary of which is published herewith, has been adopted on August 22, 2022, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Newburgh, Orange County, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is available for public inspection during regular business hours at the Office of the Town Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Newburgh, New York,

August 22, 2022.

/s/ Lisa M. Vance-Ayers
Town Clerk

BOND RESOLUTION DATED AUGUST 22, 2022.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,508,750 BONDS OF THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, TO PAY THE COST OF THE INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE CROSSROADS CONSOLIDATED SEWER DISTRICT (MEADOW HILL SEWER REMEDIATION PROJECT), IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK.

Specific object or purpose:	Increase and improvement of the facilities of the Crossroads Consolidated Sewer District (Meadow Hill Sewer Remediation Project)
Maximum estimated cost:	\$2,508,750
Amount of obligations to be issued:	\$2,508,750 bonds to be reduced by grants-in-aid received
SEQRA status:	Type II Action. 6 NYCRR Part 617.5 (c)(2). SEQRA compliance materials on file in the office of the Town Clerk where they may be inspected during normal office hours by appointment.

#10C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, Engineers for the Town *PH*

DATE: 20 June 2023

RE: Tosco Parcel SBL: 47-1-39.1
Outside Sewer User Request

Pursuant to a request from the owner I have calculated the outside user fee for the subject parcel.

The fee is based on a benefit formula adopted by the Town Board.

Property Information:

Record Owner – Salvatore Tosco
Lot Size – 0.75 acres
Building size – 1800 Sq Ft

Units:

Developed Commercial Property – 50 Units
25 Points per acre – 18.75 Units
Heavy water user 30 points/1000 Sq Ft – 54 Units

Total Points: 122.75

Commercial properties are assessed cost based on Equivalent Dwelling Unit (EDU). Here 50 points is one EDU. The Town's outside user fee is currently \$4,500 per EDU.

The parcel is assessed at 2.455 EDU's.

Outside user fee $2.455 \text{ EDU's} \times \$4,500.00/\text{EDU} = \$11,047.50$



Mr. Salvatore Tosco Jr.
429 South Plank Road
Newburgh, NY 12550
(845) 542-9962
toscospizza208@gmail.com

June 13, 2023

Mr. Gil Piaquadio, Town Supervisor
1496 Route 300
Newburgh, NY 12550
(845) 564-4552
supervisor@townofnewburgh.org

Dear Mr. Piaquadio,

My name is Salvatore Tosco Jr. and I am the owner of the building located at 429 South Plank Road, Newburgh, NY 12550. This building will be a pizzeria that seats forty people.

I am contacting you to request for the building to be connected to the town sewer as an outside user. This business will mostly be a takeout service and I think it will be best to connect to the sewer. This will be a great improvement to the property. There will be a 1,000 gallon grease trap placed before the sewer line connection. This will prevent any grease from entering the sewer line. I want to do my best to take care of the building and property because I plan to stay long-term.

Thank you so much for your time. I look forward to hearing from you.

Sincerely,

Salvatore Tosco Jr.



#1015

June 20, 2023

Mr. Gil Piaquadio
Supervisor
Town of Newburgh
1496 NY-300
Newburgh, NY 12550

Re: Provide Asbestos Abatement Design Services to Develop Asbestos Abatement Specifications

Dear Supervisor Piaquadio:

Thank you for the opportunity to discuss your needs for an environmental consulting services company. AIR Environmental Consulting LLC (AIR) is pleased to submit this proposal to develop asbestos abatement specifications for the Town of Newburgh, NY.

AIR Environmental Consulting LLC offers a wide range of environmental consulting, testing and monitoring to the residential, public and private business sector. Our services extend from the single family residential home to large industrial and commercial facilities. The selection of a qualified technical consultant for professional services, such as pre-construction inspections, project design, project management and air monitoring, represents a process as important as selecting a reputable environmental remediation contractor. The success of any remediation project is identified mainly in the planning and design element of the project. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains realized are not at the expense of future liability to you.

With over 20 years of experience in the environmental consulting industry, AIR Environmental Consulting LLC provides services in the areas of OSHA safety, air monitoring, building hazard assessments, NYS/NESHAP pre-demolition inspections, project management and respiratory protection. Everything we do ensures that you are in strict compliance with all federal, state, and municipal regulatory requirements.

We appreciate the opportunity to present this proposal to you and look forward to working with you on this project. If this proposal is acceptable to you and would like to proceed, please sign in the designated area and email a signed copy or return a signed copy to the address below. For any additional information concerning any of our services, please contact us via email or at 845-462-0200.

Sincerely,

A handwritten signature in cursive script that reads "Joseph Tomanelli".

Joseph Tomanelli
President

AIR Environmental Consulting LLC agrees to provide the following services:

Task 1 – Asbestos Abatement Design Services

1. Provide a NYSDOL-certified Asbestos Project Designer to develop a performance specification for incidental contact with existing sewer main, water main, or lateral comprised of asbestos-containing materials.

Task 2 – Asbestos Abatement Design Services

1. Provide a NYSDOL-certified Asbestos Project Designer to develop the asbestos abatement specification for approximately 12 LF of existing 6" ACP water main to be removed, and for a section of said water main to be cut and capped.



Unparalleled Commitment to Customer Service

FEE PROPOSAL

The following outlines our **estimated** fees associated with the completion of this project.

Task – Asbestos Abatement Design Services

Preparation of Asbestos Abatement Specification (Task 1)	\$1200
Preparation of Asbestos Abatement Specification (Task 2)	\$1200
<hr/>	
Estimated Total	\$2400

Proposal Notes and Assumptions

- Mileage will be billed at a rate of \$ 0.655 a mile based on actual mileage traveled between the Poughkeepsie, NY office and current jobsite (Mileage is adjusted every January and July to correspond with prevailing government rate).
- Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- OT rate applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
- Labor will be billed at half day and full day rates.
- Any job over 2 hours from the Poughkeepsie, NY office will incur hotel and per diem charges billable to client (Standard Government rates will apply).
- 48 Hour notification is required for all job work and cancellations, failure to notify us within 48 hours will incur billing charges for equipment and supplies.
- This proposal is valid for 90 days, after this time please contact us to verify and/or update pricing
- Project is not bid as a prevailing wage project.
- Client will be responsible for providing access to water and electric power, at no additional cost (If needed).



Unparalleled Commitment to Customer Service

ACCEPTANCE OF PROPOSAL – Proposal Number P23-026

Payment Terms: Payment shall be net 10 days; following delivery of invoice. To execute this Agreement, please sign, date and return. A fully executed copy will be returned for your records. **No reports shall be issued until payment is received.**

This proposal, along with AIR Forms 101 and 102, represent the entire agreement between The Town of Newburgh and AIR Environmental Consulting LLC. It may only be modified in writing signed by an authorized representative of the Town of Newburgh and AIR Environmental Consulting LLC.

Mr. Gil Piaquadio - Authorized Representative

By _____
Signature _____ Print Name & Title _____ Date _____

AIR Environmental Consulting LLC

By _____
Signature _____ Print Name & Title _____ Date _____



Unparalleled Commitment to Customer Service



Commercial Terms

Time and Materials Agreement Effective January 1, 2023

SCOPE OF SERVICES – AIR Environmental Consulting, LLC, referred to herein as "AIR", will perform the services described in its Proposal or, in the absence of a Proposal, as defined in writing and approved by AIR and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis, unless specified otherwise in the Proposal.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Staff Category	Rate/Hour	Staff Category	Rate/Hour
NY State Certified Asbestos Project Monitor	\$65.00	Industrial Hygienist	\$65.00
NY State Certified Asbestos Inspector or Project Designer	\$65.00	Environmental Trainer	\$75.00
Environmental Scientist	\$65.00	Certified Industrial Hygienist	\$150.00

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on an eight-hour day, forty-hour work week. Overtime hours are charged at 150% of the Billing Rates. Travel time is calculated from Poughkeepsie, NY office to current job at start of day and from current job to Poughkeepsie, NY office at end of day.

LITIGATION SUPPORT - In the event that AIR's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AIR at 150% of the Billing Rate, including preparation time, and shall reimburse AIR for all out of pocket costs as provided herein.

RETAINER - AIR may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AIR and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AIR directly attributable to the performance of Services together with a twenty percent (20%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as a percentage of labor cost, or as quoted. Where applicable, mileage will be billed at the rate of \$0.655/mile.

INVOICING AND PAYMENT - Invoices will be issued weekly itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Original receipts will be available for review at AIR's Poughkeepsie, NY office, but will not be released. Payments are due at the address appearing on the invoice within ten (10) days of invoice date. Payment is due within ten (10) days regardless of whether Client has been reimbursed by any other party. Invoices not paid within ten (10) days are subject to interest from the 11th day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AIR may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AIR on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. Client will indemnify AIR, LLC for all claims concerning the suspension of work for non-payment regardless of whether the claims are by the Client, someone claiming through the Client, or by a third party. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the ten (10) day period. In the event that AIR places Client's account in the hands of an attorney for collection, Client agrees to pay AIR all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ESTIMATES OF COSTS AND SCHEDULES - AIR's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AIR's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AIR will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AIR's estimate of Time & Materials be interpreted as a not-to-exceed or fixed price, unless specified as such in the Proposal. In the event AIR is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AIR will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AIR shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AIR, or in the event that the assumptions underlying AIR's proposal prove to be different from the facts actually encountered by AIR during the performance of the Services.

AGREEMENT - This Commercial Terms AIR Form 101 and the attached General Conditions AIR Form 102 (01/23) govern the performance of the Services and rights and obligations of the parties.



General Conditions Effective January 1, 2023

1. **ACCESS.** Whether the work will take place on Client's actual property or another Site, the Client grants or shall obtain for AIR Environmental Consulting LLC ("AIR"), and its subcontractors, authority to enter the property upon which AIR's Services are to be performed ("Site"), at Client's expense.

2. **CLIENT INFORMATION.** Client understands that AIR is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AIR of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

3. **STANDARD OF SERVICES AND WARRANTY.** AIR agrees to perform its Services in accordance with generally accepted environmental consulting standards and practices in effect and utilized by environmental consulting firms in the United States at the time the Services are rendered. The Services may involve the use of curriculum, tests, demonstrations and procedures which are in a state of change and refinement. AIR shall, for the protection of Client, request from all vendors and subcontractors from which AIR procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AIR's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 12, AIR warrants that, if any of its completed Services fail to conform to the above standard, AIR will, at its expense and provided AIR is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AIR for the defective Services. Except as provided in this Section, AIR makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. **CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AIR's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AIR may use and publish Client's name and a general description of the Services provided to Client in describing AIR's experience and qualifications to other clients and potential clients.

5. **WORK PRODUCT.** "Work Product" consists of all inspections, variances, project design, project monitoring, certifications and other information prepared by AIR for delivery to Client. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AIR shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AIR harmless from any and all such claims or damages. Variances, project design and project monitoring not developed for the exclusive use of the Client, and for the specific purpose as designated by the Proposal, remains the intellectual property of AIR.

6. **INSURANCE.** AIR shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed (if required by law), Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per occurrence \$3,000,000 and in the aggregate.

7. **INDEMNITY BY AIR.** AIR shall indemnify, defend and hold harmless Client, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties (including attorney fees and costs of defense) for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AIR. AIR's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 6 of this contract and Client agrees to release, defend and indemnify AIR from and against all further liability under the above indemnity arising from such Services.

8. **CHANGES.** Notwithstanding any other provisions of the Agreement to the contrary, AIR shall be entitled to additional compensation for work in the event that AIR experiences any increases in costs due to changes in AIR's scope of work from that included in AIR's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AIR. AIR shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AIR's then current standard commercial rates.

9. **REMEDIES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is paid upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. **INDEPENDENT CONTRACTOR.** AIR's Services are performed as an independent contractor.

11. FORCE MAJEURE. AIR shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, changes in law, regulations or ordinances, delays in transportation or inability to obtain material or equipment.

12. LIMITATIONS OF LIABILITY. Except as provided in Section 7 of this contract and to the greatest extent allowed by law, Client agrees that AIR's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by AIR hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party; they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AIR reserves the right to suspend its Services hereunder and shall so timely notify Client or Company.

13. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AIR's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AIR. AIR hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AIR. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AIR office that issued the proposal is located.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#10E

REQUEST FOR PROPOSAL TOWN OF NEWBURGH WIRELESS TELECOMMUNICATION FACILITIES CONSULTANT

1) INTENT

The Town of Newburgh is soliciting proposals from qualified firms or individuals to provide consulting services for the review and analysis of applications under the Town's wireless communication facilities Code, Chapter 168 of the Town of Newburgh Code. Several Town Departments or Boards are involved in the code, including but not limited the Planning Board and the Code Enforcement Department.

2) PROPOSAL DUE DATE

Proposals will be accepted until TBD at the office of the Town Clerk, 1496 Union Avenue, Newburgh, NY 12550.

3) OVERVIEW

It is the Planning Board and Code Enforcement Department's intention to obtain a qualified firm or individual to advise each department on applications under the Town of Newburgh Code Chapter 168 Telecommunication Facilities-Wireless, consist with Federal Law.

4) AWARD CRITERIA

The Town of Newburgh Planning Board and Code Enforcement Department in conjunction with the Town Board reserve the right to retain the consultant who presents a proposal that best meets the need of the Town Department/Boards, which review and or process applications under the Town Code.

Proposals will be evaluated on the basis of the following criteria:

- A. Experience and qualifications.** Consideration will be given to proposals demonstrating strong capabilities, experience and reputation in undertaking similar to those described in this RFP. Similar experience will be understood to include providing similar services to municipal clients.
- B. Proposal completion.** Proposal responses will be evaluated on completeness, clarity/accuracy of the information requested and proposal presentation.
- C. Financial Terms.** Consideration will be given for proposals that present the cost effective terms to the Town of Newburgh.

The Town reserves to waive any minor deviation in proposal responses received when such waiver is in the best interest of the Town, and reserves the right to modify any requirements, terms or conditions as outlined in this request for proposals (RFP) when such modification is in the best interest of the Town.

Proposals will only be accepted from thoroughly competent, experienced and financially qualified firms or individuals as determined solely by the Town of Newburgh. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

This document is not an offer to contract but is an RFP as defined herein, to satisfy specific user requirements of the Town of Newburgh. Neither issuance of the RFP, preparation or submission of a response, nor subsequent receipt and evaluation of any response by the Town of Newburgh will commit the Town to award a contract to any vendor even if all other user requirements on the RFP are met. The Town may modify these requirements in whole or in part and/or seek additional vendors to submit proposals. Only the award of a contract will obligate the Town in accordance with the terms and conditions contained in such contract.

Respondents may be required to make a presentation of their qualifications to Representatives of the Planning Board, Code Enforcement Departments and/or Town Board upon reasonable notification.

5) QUALIFICATION REQUIREMENTS

The following list is the minimum consultant qualification requirements.

- At least 3 years experience providing similar municipal wireless consulting services
- At least 3 references for municipal clients currently/previously served
- Respondent must or have on staff a Licensed Professional Structural Engineer and a Licensed Professional RF Engineer
- Familiarity with NYS and Federal Communications Commission Regulations for Wireless Telecommunications Facilities
- Past consulting experience for municipal/Town/City/Village government
- No current representation of carriers, which have wireless telecommunications facilities in the Town of Newburgh/ Orange County, N.Y.

6) SCOPE OF WORK

The following is an outline of anticipated work.

- a) Review of all future applications filed with the Town of Newburgh Planning Board for Wireless Telecommunications Facilities Special Use Permit;
- b) Review all future applications (minor upgrades/technology changes) presented to the Town of Newburgh Building Department;
- c) Advise and assist the Town of Newburgh Planning Board in the analysis of all Special Use applications including attendance at meetings with Town officials and/or applicant as requested by the Town of Newburgh (current Planning Board meetings are held the first and third Thursday of each month)
- d) Review verification of radio frequency reports and determination of coverage needs and saturation in accordance with the Town Code.
- e) Review of structural analysis reports
- f) Technical review memos to the Town of Newburgh regarding each application identifying compliance with the Town of Newburgh Town Code.

- g) Post construction review of new wireless facilities and recommendations to the Town Building Department regarding Certificate of Compliance
- h) Review and make recommendation/technical memos as to annual and five year certifications for previously approved applications

Additional responsibilities may include:

- a) Communications directly with applicants to the Planning Board or Code Enforcement Department to facilitate efficient review.
- b) Coordinating and processing wireless telecommunication applications in accordance with the Planning Board's monthly schedule and present findings/technical memos to the Board.
- c) Maintaining a working knowledge of existing wireless communication facilities within the Town of Newburgh.
- d) Coordinate visual impact analysis including balloon testing between the applicant, the Planning Board and the general public.
- e) Present technical comments/findings to the Planning Board at regularly scheduled Planning Board meetings. (Attendance at meetings on the first and/or third Thursday as required)
- f) Attend pre application meetings and field reviews when requested by the Town of Newburgh.
- g) Report on conditions of existing wireless facilities during the course of review and communicate directly with the Town of Newburgh.
- h) Assist the Building Department in review of minor site amendments/upgrades and in any enforcement action requested.

The consultant will review and formulate technical review memos and recommendations to the Town of Newburgh Planning Board, insuring the applicants compliance with regulations contained in Chapter 168 Telecommunication Facilities, Wireless Code of the Town of Newburgh. It is anticipated that the work under this RFP will begin on 1 January 2023.

7) PROPOSAL FORMAT

Your proposal should include the following and clearly label all sections to coincide with this RFP:

1. Detailed information on how the firm meets the qualification and scope of work requirements as listed
2. Names and resumes of principals and key personnel to be assigned to the project
3. Information as requested in Section 5 above
4. A cost proposal section (i.e hourly rates)
5. A copy of billing submitted to similar municipal clients including review of a collocation and review of a new facility
6. Provide ten (10) copies of your proposal response

8) TOWN CONTACT PERSON

If there are any questions concerning this Request for Proposal, please contact Patrick J. Hines, Principal, MHE Engineering (845)561-3100 – 33 Airport Center Drive, Suite 202, New Windsor, NY 12553.

9) LIABILITY REQUIREMENTS

Liability insurance in compliance with Town of Newburgh requirements Professional and Liability Insurance in accordance with the Town of Newburgh requirements.

10) ADDITIONAL TERMS AND CONDITIONS

- a.) A respondent must comply with all Federal, State and Town of Newburgh statutes and codes as may be applicable to the scope of work detailed herein.
- b.) All respondents must quote their fees in the proposal response clearly labeled "Cost Summary Section."

#10F

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, Engineers for the Town *PJH*

DATE: 22 June 2023

RE: Colden Park Watermain Replacement Phase III
Orange County Department of Health Approval

Attached please find the Orange County Department of Health approval of plans and specifications for the Colden Park water main replacement project Phase III.

This phase will complete the replacement of all water mains within Colden Park. This final design phase of the project includes the replacement of approximately 9,600 linear feet of 6" ACP with 8" ductile iron piping, 30 valves and 9 hydrants.

The estimated cost of the project for design and construction is \$5,833,000.

Attachment:
Orange County Department of Health Approval

Cc: J. Osborne, Town Engineer
M. Taylor, Town Attorney
R. Clum, Town Accountant
L. Ayers, Town Clerk

PJH/dd



DEPARTMENT OF HEALTH

Dr. Alicia Pointer, DO, MPH, FAAP

Commissioner of Health

124 Main Street

Goshen, New York 10924

Environmental Health

Phone: (845) 291-2331

Fax: (845) 291-4078

www.orangecountygov.com

Steven M. Neuhaus

County Executive

June 12, 2023

Town of Newburgh
1496 Route 300
Newburgh NY 12550

Re:

Approval of plans & specs for:

Water Main Replacement

Colden Park

CWS – ID#3503578

Town of Newburgh

CGN#10619

Dear Supervisor & Town Board:

We have this day approved the plans and specifications submitted by MHE Engineering, D.P.C., dated April 4, 2023, last revised May 26, 2023, for the above mentioned project.

Application for this project was duly made by you and received in this office on April 6, 2023.

We are enclosing a Certificate of Approval. A copy of the approved plans is being retained in our files and the remaining sets are being returned to your engineer.

Very truly yours,

Steven Gagnon, M.P.H., P.E.
Principal Public Health Engineer

SG/LSB/ajc *2P*

cc: Engineer
BPWSP: Albany
File

Enc.

Approval of Plans for Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

CGN# 10619

1. Applicant Town of Newburgh	2. Location of Works (C, V, T) Town of Newburgh	3. County Orange	4. Water District (Specific Area Served) Newburgh Cons.W.D. – CWS – ID#3503578
5. Type of Project			XXX7. Distribution
<input type="checkbox"/> 1. Source	<input type="checkbox"/> 3. Pumping Units	<input type="checkbox"/> 5. Fluoridation	<input type="checkbox"/> 8. Storage
<input type="checkbox"/> 2. Transmission	<input type="checkbox"/> 4. Chlorination	<input type="checkbox"/> 6. Other Treatment	<input type="checkbox"/> 9. Other
Remarks: Proposed replacement of approximately 9,763 L.F. of the existing water main with 8" Class 52, 350 psi DIP water main in the district service area. Replacement includes +/- 8 gate valves, 23 hydrants, and 177 residential water service connections. Existing asbestos cement water main (mostly 6") to be abandoned in place. Main to be replaced along Windwood Drive, Westwood Drive, Sandalwood Drive, Evans Court, Linden Drive and Flamingo Drive.			

By Initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

- a. THAT the proposed works be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- b. THAT this approval/acceptance is granted only for the review conducted for compliance with regulations under the jurisdiction of the Orange County Department of Health. It does not supersede and/or provide any additional approval that may be required to be issued by other agencies, including but not limited to local municipalities; Orange County Departments of Planning and Public Works; New York State Departments of Environmental Conservation; Health and Transportation; and/or U.S. Army Corps of Engineers.

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

June 12, 2023

Date



Designated Representative

, P.E.

Steven Gagnon, M.P.H., P.E., Principal Public Health Engineer

Name and Title



O.C. Dept. of Env. Health
124 Main St., Third Floor
Goshen, NY 10924

General

6. Type of Ownership		<input type="checkbox"/> 68 Private – Other	<input type="checkbox"/> 1 Authority	<input type="checkbox"/> 30 Interstate
XXX Municipal	<input type="checkbox"/> Commercial	<input type="checkbox"/> Private – Institutional	<input type="checkbox"/> 19 Federal	<input type="checkbox"/> 40 International
<input type="checkbox"/> Industrial	<input type="checkbox"/> 9 Water Works Corp.	<input type="checkbox"/> 26 Board of Education	<input type="checkbox"/> 20 State	<input type="checkbox"/> 18 Indian Reservation
7. Estimated Total Cost		8. Population Served		9. Drainage Basin
\$5,066,250.00		22,282		Hudson River
10. Federal Aid Involved?		11. WSA Project?		
<input type="checkbox"/> 1 Yes		<input type="checkbox"/> 1 Yes		
XXX 2 No		XXX 2 No		

Source N/A

12. <input type="checkbox"/> Surface Name Class		13. Est. Source Development Cost
<input type="checkbox"/> Ground Name Class		
14. Safe Yield	15. Description	
GPD		

Treatment N/A

16. Type of Treatment			
<input type="checkbox"/> 1 Aeration	<input type="checkbox"/> 4 Sedimentation	<input type="checkbox"/> 7 Iron Removal	<input type="checkbox"/> 10 Softening
<input type="checkbox"/> 2 Microstrainers	<input type="checkbox"/> 5 Clarifiers	<input type="checkbox"/> 8 Chlorination	<input type="checkbox"/> 11 Corrosion Control
<input type="checkbox"/> 3 Mixing	<input type="checkbox"/> 6 Filtration	<input type="checkbox"/> 9 Fluoridation	<input type="checkbox"/> 12 Other
17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost
	GPD		
21. Description			

Distribution

22. Type of Project		23. Type of Storage N/A		24. Est. Distribution Cost
<input type="checkbox"/> 1 Cross Connection	<input type="checkbox"/> 3 Transmission	Elevated	Gals.	\$5,066,250.00
XXX 2 Interconnection	<input type="checkbox"/> 4 Fire Pump Cl ₂	Underground	Gals.	
25. Anticipated			26. Designed for fire flow?	
System Demand: Avg. 2.82 MGD Max. 4.079 MGD			XXX 1 Yes <input type="checkbox"/> 2 No	
27. Description				
See item #5 on page 1 of form.				




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: June 20, 2023

RE: 1 Laborer

I am requesting permission to be able to hire 1 Full time Laborer's for the Highway Department. This has already been allocated in our 2023 budget.

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

MH:ch
cc: Charlene Black, Personnel Department



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent *MH*

DATE: June 20, 2023

RE: MEO Employee

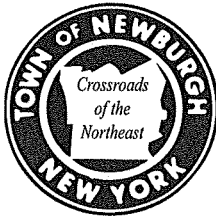
I am requesting permission to be able to hire 1 Full time MEO for the Highway Department, to replace a driver who has left.

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

MH:ch

cc: Charlene Black, Personnel Department

#11C



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent *(Signature)*

DATE: June 20, 2023

RE: (1) One, 1 Ton Truck Body

I would like to be put on the agenda, to purchase (1) One, 1 Ton Truck Body from Hudson River Truck & Trailer at \$13,365.00. Attached are the 3 price quotes.

The funds are available and will be taken from D.5130.5200. Machinery-Equipment/Other Capital

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch
cc: Ron Clum

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY: _____

DATE PREPARED: _____

ITEM/SERVICE PURCHASED

One Ton Truck Body

VENDOR NAME

AMTHORS WELDING

ADDRESS

20 OSPREY LANE

CITY/STATE/ZIP

GARDINER NY 12525

PHONE #

845-778-5576

CONTACT PERSON

TODD WIDMARK

PRICE QUOTED

\$ 14,366⁰⁰/₁₀₀

EXPIRATION DATE

VENDOR CHOSEN

HUDSON RIVER TRUCK & TRAILER

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

DEPARTMENT HEAD SIGNATURE



DATE:

6/20/23

(ATTACH WRITTEN QUOTES)



Tank Truck and Truck Body Equipment Specialists

Town of Newburgh Hi-way Dept.

06-02-23

90 Gardnertown rd.

Newburgh NY 12550

TBEI (Heil) Stainless Steel Dump body.

Model # SDYB-316 3.5/4.5 YD 9 X 7, 201 SS-p

Body length ----- 9'

Body ID----- 84"

Body OD----- 96"

3/16" AR-400 steel floor

10 GA. 201 Stainless steel body

1520 Double Acting electric hoist.

½ cab shield

LED light marker kit

Cash & Carry Price \$13,170.00 + freight

Option : Stainless Steel Floor ADD: \$1,196.00

Todd Widmark

Director of Operations

****HUDSON RIVER TRUCK & TRAILER**

12 Commerce Street Ext.
Poughkeepsie, NY 12603

QUOTATION

Quote Number: 139580-JY

Quote Date: Jun 1, 2023

Page: 1

Voice: 845-454-7669

Fax: 845-454-7726

Quoted To:

Town of Newburgh
90 Gardnertown Road
Newburgh, NY 12550

Customer ID	Good Thru	Payment Terms	Sales Rep
NEW2177	7/1/23	C.O.D.	JOBY

Quantity	Item	Description	Unit Price	Amount
1.00		fleetmaintenance@townofnewburgh.org		
1.00		Rugby 9 Ft 3-4 Yard Stainless Steel Mason Dump (Tub Only)	13,365.00	13,365.00
1.00		Rugby 11 Ft 3-4 Yard Stainless Steel Mason Dump (Tub Only)	14,095.00	14,095.00
1.00		Lead time 5-6 Week		
1.00		Price subject to change until order is placed		
			Subtotal	27,460.00
			Sales Tax	
			TOTAL	27,460.00

rev-04/01/08

NEWBURGH, TOWN OF
90 GARDNER TOWN ROAD
NEWBURGH, NY 12550
DAVE FERGUSON
HIGHWAYDEPT@TOWNOFNEWBURGH.ORG

		RS GREEN		
QTY		UNIT PRICE	NET PRICE	TOTAL
1	9'X96" 3-4 YD E-SERIES TIPPER, 14" SIDES, 20" TAILGATE, LB510SA ELEC	\$21,042.00	\$10,521.00	\$10,521.00
1	VERTICAL SIDE BRACES & 3 PANEL TAILGATE	\$762.00	\$381.00	\$381.00
1	QUICK DROP TAILGATE	\$158.00	\$79.00	\$79.00
1	BOXED TOP RAIL	\$634.00	\$317.00	\$317.00
1	UPGRADE DUMP BODY TO STAINLESS STEEL	\$16,000.00	\$8,000.00	\$8,000.00
1	7 GAUGE FLOOR	\$634.00	\$317.00	\$317.00
1	PATCHGATE STAINLESS STEEL	\$1,736	\$868	\$868.00
1	DEDUCT WITHOUT INSTALLATION		-\$500.00	-\$500.00
1	DEDUCT IF CUSTOMER RE-USES EXISTING HOIST		-\$1,650.00	-\$1,650.00
	SUB TOTAL			\$18,333.00
	DELIVERY			
	FED EXCISE TAX			
	TOTAL			\$18,333.00

#11D



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

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

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members
FROM: Mark Hall, Highway Superintendent *[Signature]*
DATE: June 20, 2023
RE: (1) Mower Arm\$

I would like to be put on the agenda, to purchase One (1) Mower Arms from United Ag & Turf at \$12,100.00. Attached are the 3 price quotes.

The funds are available and will be taken from D.5130.5200. Machinery-Equipment/Other Capital

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch
cc: Ron Clum

TOWN OF NEWBURGH
SUMMARY OF QUOTATION FORM

REQUESTED BY: _____

DATE PREPARED: _____

ITEM/SERVICE PURCHASED

(2) MOWER ARMS

VENDOR NAME

CHAMBERS TRACTOR

TRACTOR HOUSE

UNITED AG & TURF

ADDRESS

167 WARD STREET

TRI-COUNTY EQUIPMENT

256 1/2 STATION ROAD

CITY/STATE/ZIP

MONTGOMERY NY 12549

CROSSVILLE TN 38555

GOSHEN, NY 10924

PHONE #

845-457-3094

931-313-7086

(845) 294-2500

CONTACT PERSON

JONATHAN HENRY

ON-LINE

TOM LOKIS

PRICE QUOTED

\$ 27,500⁰⁰ /xx each

\$ 12,500⁰⁰ /xx

\$ 12,100⁰⁰ /xx each


EXPIRATION DATE

VENDOR CHOSEN

UNITED AG & TURF

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

DEPARTMENT HEAD SIGNATURE



DATE:

6/20/23

(ATTACH WRITTEN QUOTES)

Chambers Tractor Sales, Inc.

167 Ward Street
Montgomery, NY 12549
Phone 845-457-3094
Fax 845-457-5844

Quotation for:

Town of Newburgh

Date: 5/17/23

Item(s) Being Quoted:

Ferri - T430D-FE - 14'2" Reach
50-70hp 1 1/4" diameter cut
39" flow

MSRP 31,226

Quote \$27,500-

Salesperson: Jonathan Henry

UNLESS NOTED DIFFERENTLY ALL QUOTES ARE GOOD UNTIL THE LAST BUSINESS DAY OF THE MONTH THEY ARE WRITTEN



TractorHouse®

Quick Search: Keywords



MASCHIO ROSA 300 Hay and Forage Equipment For Sale

1 - 3 of 3 Listings

8

☐ Save to favorites

Updated: Tuesday, April 25, 2023 11:37 AM

2022 MASCHIO ROSA 300

Stalk Choppers/Flail Mowers Hay and Forage Equipment

Price: **USD \$12,500**

Machine Location:

Crossville, Tennessee 38555

Serial Number: MMU125001

Condition: New

Stock Number: 5015

Tri-County Equipment

Crossville, Tennessee 38555

Phone: (931) 313-7086

☒ Email Seller

☒ Video Chat

Hedge-cutter designed for compact utility tractors Complete independent hydraulic circuits
Cutting head angle up to 220 degrees Arm extension up to 10.3 ft Weight 441lbs Cutting
head of 32 inches



JOHN DEERE

Quote Summary

Prepared For:
Town Of Newburgh
NY

Prepared By:
Thomas Lakis
United Ag & Turf
25 6 1/2 Station Road
Goshen, NY 10924
Phone: 845-294-2500
tom.lakis@uatne.com

Quote Id: 28853403
Created On: 17 May 2023
Last Modified On: 17 May 2023
Expiration Date: 30 May 2023

Equipment Summary	Selling Price	Qty	Extended
MASCHIO ROSA 300 D80CS IN - LMU125002	\$ 12,100.00 X	1 =	\$ 12,100.00
Equipment Total			\$ 12,100.00

Quote Summary

Equipment Total	\$ 12,100.00
Filing / Origination Fees	\$ 0.00
SubTotal	\$ 12,100.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,100.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,100.00

Salesperson : X _____

Accepted By : X _____

Confidential

#12



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa M. Vance Ayers
Town Clerk

845-564-4554
Fax: 845-564-8589
e-mail: lisaayers@townofnewburgh.org

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Lisa M. Vance Ayers Town Clerk

DATE: June 22, 2023

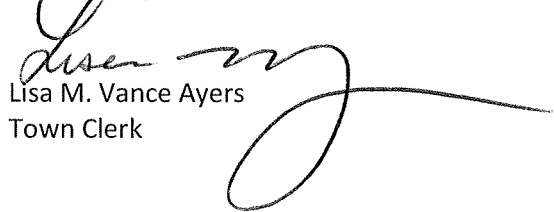
RE: Part Time Clerk

Supervisor Piaquadio & Town Board,

I am requesting permission to start the process to hire a Part Time Clerk as appropriated in the 2023 budget.

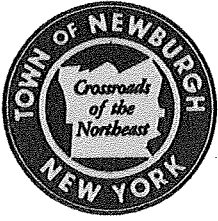
If you have any question's please feel free to contact me.

Respectfully Submitted,


Lisa M. Vance Ayers
Town Clerk

LMVA

Cc: Charlene Black, Personnel Department



#13

TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (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: 6.13.23

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

F.A.H.

*Totaling: \$ 134.10

Canine: \$ 134.10

Feline: \$

Other: \$

TOWN OF NEWBURGH

1486 ROUTE 300
NEWBURGH, N.Y. 12550

VOUCHER

DEPARTMENT

TENAC

CLAIMANT'S
NAME
AND
ADDRESS

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

TERMS

June 2023 voucher

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received

FUND - APPROPRIATION

AMOUNT

VOUCHER NO.

TOTAL

Abstract No.

Vendor's
Ref. No.

Date	Quantity	Description of Materials or Services	Unit Price	Amount
6-1-23	INV# 535 663 8337	2023.06-01 Shiba Inu GMI W		89.40
6-4-23	INV# 535 663 8465	2023.04-06 Bik. white pit bull		44.70
(See Instructions on Reverse Side)			TOTAL	

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 134.10 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.

DATE

6-9-23

SIGNATURE

Jean Tobin

TITLE

Accts Manager

(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

6/13/23

AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT

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

**VCA Flannery Animal Hospital PC**

789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Stonefield | Date: 6/5/2023 at 07:05 | Invoice: 5356638337 | Cashier: Jean T

ClientTown Of Newburgh 2023- Animal Control
(#69533)645 Gidney Ave
Newburgh, NY 12550**Patient**

2023-06-01 White Shiba Inu (#154867)

Species: Canine (Shiba Inu)

Sex: Male Neutered | Color: White

Birth: | Age: | Weight: 35.2 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
6/1/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70
6/2/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70

Subtotal: **\$89.40****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
2023-06-01 White Shiba Inu	\$89.40	\$0.00	\$89.40

Prev Balance:	
Total Due:	\$89.40
Amount Paid:	\$0.00
Amount Due:	

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

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



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

Dr. Winter | Date: 6/5/2023 at 15:03 | Invoice: 5356638465 | Cashier: Jean T

Client

Town Of Newburgh 2023- Animal Control
(#69533)

645 Gidney Ave
Newburgh, NY 12550

Patient

2023-04-06 Black Whitepitbull (#154912)

Species: Canine (Pitbull Mix)

Sex: Male | Color: Black And White

Birth: | Age: | Weight: 66.2 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
6/4/2023	Boarding Animal Control	1.00	\$44.70	\$0.00	\$44.70
6/5/2023	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: **\$44.70**

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
2023-04-06 Black Whitepitbull	\$44.70	\$0.00	\$44.70

Prev Balance:	
Total Due:	\$44.70
Amount Paid:	\$0.00
Amount Due:	

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

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