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**MEMORANDUM**

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: PROPOSED LOCAL LAW AMENDING SECTION 185-52  
ENTITLED "PENALTIES FOR OFFENSES; JURISDICTION"  
OF CHAPTER 185 ENTITLED "ZONING" OF THE CODE  
OF THE TOWN OF NEWBURGH  
OUR FILE NO. 800.1(B)(23)(2024)

PROPOSED LOCAL LAW AMENDING SUBSECTION 157-  
12H ENTITLED "PENALTIES" OF CHAPTER 157  
ENTITLED "STORMWATER MANAGEMENT" OF THE  
CODE OF THE TOWN OF NEWBURGH  
OUR FILE NO. 800.1(B)(24)(2024)

PROPOSED LOCAL LAW AMENDING SUBSECTION 83-  
14C OF SECTION 83-14 ENTITLED "INSECTIONS AND  
PENALTIES FOR OFFENSES" OF CHAPTER 83  
ENTITLED "CLEARING AND GRADING" OF THE CODE  
OF THE TOWN OF NEWBURGH  
OUR FILE NO. 800.1(B)(25)(2024)

DATE: MARCH 7, 2025

Enclosed for the Town Board's consideration following the close of the  
Public Hearings scheduled for March 10, 2025 on the three above referenced  
Local Laws are the following draft resolutions:

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1. RESOLUTION OF SEQRA DESIGNATION AND DETERMINATION:  
ADOPTION OF LOCAL LAWS AMENDING SECTION 185-52 ENTITLED  
"PENALTIES FOR OFFENSES; JURISDICTION" OF CHAPTER 185 ENTITLED  
"ZONING" OF THE CODE OF THE TOWN OF NEWBURGH, AMENDING  
SUBSECTION 157-12H ENTITLED "PENALTIES" OF CHAPTER 157 ENTITLED  
"STORMWATER MANAGEMENT" OF THE CODE OF THE TOWN OF  
NEWBURGH AND AMENDING SUBSECTION 83-14C OF SECTION 83-14  
ENTITLED "INSECTIONS AND PENALTIES FOR OFFENSES" OF  
CHAPTER 83 ENTITLED "CLEARING AND GRADING" OF THE CODE OF  
THE TOWN OF NEWBURGH
2. RESOLUTION OF ADOPTION OF LOCAL LAW NO. \_\_ OF 2025  
AMENDING SECTION 185-52 ENTITLED "PENALTIES FOR  
OFFENSES; JURISDICTION" OF CHAPTER 185 ENTITLED "ZONING" OF THE  
CODE OF THE TOWN OF NEWBURGH
3. RESOLUTION OF ADOPTION OF LOCAL LAW NO. \_\_ OF 2025  
AMENDING SUBSECTION 157-12H ENTITLED "PENALTIES" OF CHAPTER  
157 ENTITLED "STORMWATER MANAGEMENT" OF THE CODE OF THE  
TOWN OF NEWBURGH
4. RESOLUTION OF ADOPTION OF LOCAL LAW NO. \_\_ OF 2025  
AMENDING SUBSECTION 83-14C OF SECTION 83-14 ENTITLED  
"INSECTIONS AND PENALTIES FOR OFFENSES" OF CHAPTER 83  
ENTITLED "CLEARING AND GRADING" OF THE CODE OF THE TOWN OF  
NEWBURGH

We will forward the proposed Negative Declaration under separate cover.

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

MCT/sel  
Enc.

cc: Town Clerk Lisa M. Ayers (via e-mail)  
Code Compliance Supervisor, Gerald Canfield via e-mail  
Pat Hines, Principal, McGoe, Hauser & Edsal (via e-mail)

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 \_\_rd day of March, 2025 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF SEQRA DESIGNATION AND DETERMINATION: ADOPTION OF PROPOSED LOCAL LAWS AMENDING SECTION 185.52 ENTITLED "PENALTIES FOR OFFENSES; JURISDICTION" OF CHAPTER 185 ENTITLED "ZONING" OF THE CODE OF THE TOWN OF NEWBURGH, AMENDING SECTION 185.52 ENTITLED "PENALTIES" OF CHAPTER 157 ENTITLED "STORMWATER MANAGEMENT" OF THE CODE OF THE TOWN OF NEWBURGH AND AMENDING SUBSECTION 83-14C OF SECTION 83-14 ENTITLED "INSPECTIONS AND ENFORCEMENT; PENALTIES" OF CHAPTER 83 ENTITLED "CLEARING AND GRADING" OF THE CODE OF THE TOWN OF NEWBURGH

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

**WHEREAS**, the Town Board of the Town of Newburgh has caused to be prepared a local laws which will amend the penalties provisions Chapter 185 entitled 'Zoning', Chapter 157 entitled "Stormwater Management" and Chapter 83 entitled "Clearing and Grading" of the Code of the Town of Newburgh ; and

**WHEREAS**, the Town Board of the Town of Newburgh recognizes the importance of sound planning as a means of promoting responsible development and protecting the health, safety and general welfare of the citizens of the Town of Newburgh and otherwise fulfilling the legislative findings and intent set forth in Town Law Section 272-a and has determined that that the proposed zoning amendment does not require an amendment to the Town's Comprehensive Plan; and

**WHEREAS**, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared and/or submitted for the proposed adoption of said local laws amending the Zoning Code, Stormwater Management Code and Clearing and Grading Code of the Town of Newburgh (the "Action"); and

**WHEREAS**, the proposed local laws were introduced before the Town Board on the 25th



day of November, 2025, and the Town Board conducted public hearings on the 10th day of March, 2025 and heard all interested parties on said proposed local law; and

**WHEREAS**, the Town Board has determined that the Action is an Unlisted Action under Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation Law ("SEQRA") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

**WHEREAS**, the Town Board proposes to undertake, fund and approve the Action and wishes to assume Lead Agency status in connection with the review of the Action pursuant to SEQRA; and

**WHEREAS**, the Town Board is the only agency that can effectuate changes to the Municipal Code of the Town of Newburgh after prescribed notice and circulation requirements; and

**WHEREAS**, the Town Board has determined that the Action does not involve a federal agency; and

**WHEREAS**, the Town Board, using all due diligence, has identified no other involved agencies for the Action; and

**WHEREAS**, the Town Board has identified the following interested agencies for the Action:

Orange County Department of Planning  
Town of Newburgh Planning Board  
Town of Newburgh Zoning Board of Appeals  
and;

**WHEREAS**, the EAF and other appropriate information were forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board, together with copies of the proposed local law, in accordance with the requirements of the General Municipal Law and the Town of Newburgh Zoning Code and to the Town of Newburgh Zoning Board of Appeals, which were identified as Interested and Involved Agencies ; and

**WHEREAS**, the Town Board received correspondence from the following Agencies regarding their review of the Action: Orange County Department of Planning (consistent with NYS General Municipal Law §239-I, m and n) and the Town of Newburgh Planning Board; and

**WHEREAS**, pursuant to Section 617.6(b)(1) of Part 617, "[w]hen a single agency is involved, that agency will be the lead agency when it proposes to undertake, fund or approve a Type I or Unlisted action that does not involve another agency"; and

**WHEREAS**, the Action is consistent with the adopted Town of Newburgh Comprehensive Plan Update and is also consistent with the Orange County Comprehensive Plan; and

**WHEREAS**, the Town Board has also considered the consistency of the amendment with the needs and goals identified by the April, 2009 *Tri-County Affordable Housing Study*, conducted jointly by Orange, Dutchess, and Ulster Counties, and the potential effects of the Action on the Town's ability to meet goals for providing rental and owner occupied affordable housing and determined that this action pertaining to a commercial use will have minimal impacts; and

**WHEREAS**, recognizing that the impact that an action may have on population patterns or existing community character, with or without a separate impact on the physical environment is a relevant concern in an environmental analysis since the statute includes these concerns as elements of the environment, the Town Board has considered and analyzed information pertaining to those impacts; and

**WHEREAS**, the Town Board has undertaken further information gathering and these further analyses in recognition that conclusory statements unsupported by empirical or experimental data, scientific authorities or any explanatory information will not suffice as a reasoned elaboration for its determination of environmental significance or non-significance; and

**WHEREAS**, the Town Board has (i) thoroughly reviewed the EAF, and any and all other documents prepared and submitted with respect to this proposed action and its environmental review, and (ii) thoroughly analyzed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c); and

**WHEREAS**, the Town Board has not identified relevant areas of environmental concern which would lead to a determination that the adoption of the proposed local law may have a significant adverse effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected.

**NOW THEREFORE, BE IT RESOLVED:**

1. The Town Board determines that it is the single involved agency for the Action and as it is proposing to directly undertake the Action, does further declare itself the Lead Agency for the purpose of conducting a review of this Action.
2. The Town Board, acting in its capacity as Lead Agency, does hereby further determine that the Action will not have an adverse environmental impact and, accordingly, does issue a negative declaration.
3. The Town Board accordingly determines that an Environmental Impact Statement will not be

prepared.

4. The Town Board hereby authorizes the Supervisor to execute and file the relevant section of the Environmental Assessment Form and a Negative Declaration with such further amendment and modification as may be required to elaborate the Lead Agency's determination herein, in accordance with the applicable provisions of law and regulation.

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

<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>James Politi, 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 10th day of March, 2025 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF ADOPTION OF LOCAL  
LAW NO.    OF 2025 AMENDING SECTION  
185-52 ENTITLED "PENALTIES FOR  
OFFENSES; JURISDICTION" OF CHAPTER 185  
ENTITLED "ZONING" OF THE CODE OF THE  
TOWN OF NEWBURGH

Councilman \_\_\_\_\_ presented the following resolution which was seconded by  
Councilman \_\_\_\_\_.

WHEREAS, a Local Law Amending Section 185-52 Entitled 'Penalties for Offenses; Jurisdiction' of Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh was introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York on the 25th day of November, 2025; and

WHEREAS, pursuant to resolution of the Town Board, copies of the aforesaid local law were forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board for their reports in accordance with the provisions of the New York State General Municipal Law and the Town of Newburgh Zoning Code respectively, and to the Town of Newburgh Zoning Board of Appeals; and

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 10th day of February, 2025 ordering a public hearing to be held on the 10th day of March, 2025 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on said proposed local law entitled "Local Law Amending Section 185-52 Entitled "Penalties for Offenses; Jurisdiction" of Chapter 185 entitled "Zoning" of the Code of the Town of Newburgh"; and

WHEREAS, a notice of public hearing was forwarded to the clerks of the municipalities and legislatures of the counties with boundaries within 500 feet of the properties affected by the zoning amendment at least ten days prior to the date of the public hearing; and

WHEREAS, a notice of said public hearing was duly advertised on the \_\_\_th day of \_\_\_\_\_, 2024 in The Mid-Hudson Times and posted on the Town Clerk's sign board and on the Town's website on the \_\_\_th day of \_\_\_\_\_, 2025; and

WHEREAS, the Public Hearing was duly held on the 10th day of March, 2025 at 7:00 o'clock p.m. and all parties in attendance were permitted to speak on behalf of in opposition to the proposed Local Law or any part thereof; and

WHEREAS, the Town Board of the Town of Newburgh has duly considered the adoption of said Local Law amending the Town of Newburgh Zoning Code as part of an Unlisted Action under the State Environmental Quality Review Act and has duly issued a negative declaration; and

WHEREAS, the Town Board of the Town of Newburgh has duly considered those reports and responses it has received from the Orange County Planning Department and the Town of Newburgh Planning Board; and

WHEREAS, due to the introduction or adoption of intervening local laws and passage of time, said Local Law shall be designated as Town of Newburgh Local Law No. \_\_\_ of the Year 2025 upon filing; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_\_\_ of Year 2025 entitled "A Local Law Amending Section 185-52 Entitled 'Penalties for Offenses; Jurisdiction' of Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh."
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.
3. A report of final action in the matter of the adoption of said Local Law amending the Zoning Code of the Town of Newburgh shall be delivered to the Orange County Planning Department in accordance with the requirements of the General Municipal Law.

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

<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>James Politi, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW #3 OF 2024**  
**A LOCAL LAW AMENDING**  
**SECTION 185-52 ENTITLED "PENALTIES FOR OFFENSES; JURISDICTION" OF**  
**CHAPTER 185 ENTITLED "ZONING"**  
**OF THE CODE OF THE TOWN OF NEWBURGH**

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

**SECTION 1 – TITLE**

This Local Law shall be referred to as "A Local Law Amending Section 185-52 Entitled 'Penalties for Offenses; Jurisdiction' of Chapter 185 entitled 'Zoning' of the Code of the Town of Newburgh."

**SECTION 2 – FINDINGS AND PURPOSE**

The Town Board does hereby make the following findings and does hereby declare the following purposes with regard to the enactment of this local law:

- A. Effective zoning enforcement prevents or corrects zoning violations and therefore effectuates zoning's basic purpose to protect the health, safety and welfare of the town's citizens.
- B. A reduction in the maximum imprisonment penalties that may be imposed for zoning violations will enhance judicial efficiency, ensuring the delivery of justice by the court having jurisdiction in a timely and cost effective manner without exhausting the resources of the court. The enhancement in judicial efficiency will assist in more effective zoning enforcement.
- C. Increasing the fines for zoning violations will act as a significant deterrent by making non-compliance more financially burdensome, thereby encouraging property owners to correct violations promptly and adhere to the Zoning Code.
- D. The Town has the ability to seek injunctive relief in State court for willful and determined violators, which is generally a more effective means of abating and correcting violations than a lengthy prison sentence.
- E. The purposes of this local law are to improve the effectiveness of zoning enforcement through greater judicial efficiency and the deterrence of zoning violations by the exercise of the Town Board's municipal home rule authority to supersede and amend the Town Law of the State of New York..

### SECTION 3 - AMENDMENT TO CHAPTER 185

1. Section 185-52 entitled "Penalties for offenses; jurisdiction" of Chapter 185 is hereby amended to read as follows:

#### **"§ 185-52 Penalties for offenses; jurisdiction.**

A. ~~Notice and punishment~~ Penalties. After the fifth day following written notice served by ~~certified or registered mail or by personal service by the Building and Code Enforcement Officer~~ to the effect that a violation of any of the provisions of this chapter exists, ~~f~~ For each and every such violation of any of the provisions of this chapter, any person who commits, takes part in, or assists in such violation, or who maintains any building or premises in which any such violation shall exist, shall be guilty of an offense. Upon conviction thereof, the person violating the same shall be subject to a fine of not more than ~~\$350~~ \$700 or imprisonment for not more than ~~six months~~ fifteen days, or both, for conviction of a first offense; a fine not less than ~~\$350~~ \$700 nor more than ~~\$700~~ \$1,000 or imprisonment for a period not to exceed ~~six months~~ fifteen days, or both, for conviction of a second offense committed within a period of five years of the committing of the first offense; and a fine not less than ~~\$700~~ \$1,000 nor more than \$1,000 ~~\$1,500~~ or imprisonment for a period not to exceed ~~six months~~ fifteen days, or both, for conviction of a third or subsequent offense, all of which were committed within a period of five years. Each week's continued violation shall constitute a separate additional violation. No notice shall be required for a violation which is a continued or a recurring violation for which an original notice has already been given.

B. Civil penalties. A person who commits, takes part or assists in violation of any provision of this chapter or who maintains a building or premises in which any such violation shall exist shall be subject to monetary civil penalties not exceeding ~~\$350~~ \$700 for the first violation; not less than ~~\$350~~ \$700 nor more than ~~\$700~~ \$1,000 for the second violation occurring within a period of five years; and not less than ~~\$700~~ \$1,000 nor more than ~~\$1,000~~ \$1,500 for a third or subsequent violation occurring within a period of five years. Each week's continued violation shall constitute a separate additional violation.

C. Jurisdiction. The Justice Court of the Town of Newburgh shall have original and trial jurisdiction over summonses and appearance tickets served and informations filed charging violations of this chapter. However, for the purposes of conferring jurisdiction upon courts and judicial officers generally, violations of this chapter shall be deemed misdemeanors, and for such



~~purposes only all provisions of law relating to misdemeanors shall apply to such violations.~~ Each week's continued violation shall constitute a separate additional violation.

D. Procedure for abatement. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained or any building, structure or land is used in violation of this chapter or any regulations made under authority conferred hereby, the Town Board or, with its approval, the Building and Code Enforcement Officer or other proper official, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; to restrain, correct or abate such violation; or to prevent any illegal act, conduct, business or use in or about such premises.

#### SECTION 4 - SUPERSEDING AND AMENDING EFFECT

This law is specifically intended to supersede and amend (to the extent it departs therefrom by reducing penalties and increasing fines) the following sections of the Town Law of the State of New York:

Section 268 and  
Section 135

#### SECTION 5 - VALIDITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

#### SECTION 6 - EFFECTIVE DATE

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

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 10th day of March, 2025 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF ADOPTION OF LOCAL  
LAW NO. \_ OF 2025 AMENDING SECTION  
157-12H ENTITLED "PENALTIES" OF  
CHAPTER 157 ENTITLED "STORMWATER  
MANAGEMENT" OF THE CODE OF THE  
TOWN OF NEWBURGH

Councilman \_\_\_\_\_ presented the following resolution which was seconded by  
Councilman \_\_\_\_\_.

WHEREAS, a Local Law Amending Section 157-12H Entitled "Penalties" of Chapter 157 entitled "Stormwater Management" of the Code of the Town of Newburgh was introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York on the 25th day of November, 2025; and

WHEREAS, pursuant to resolution of the Town Board, copies of the aforesaid local law were forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board, and to the Town of Newburgh Zoning Board of Appeals; and

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 10th day of February, 2025 ordering a public hearing to be held on the 10th day of March, 2025 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on said proposed local law entitled "Local Law Amending Section 157-12H Entitled "Penalties" of Chapter 185 entitled "Stormwater Management" of the Code of the Town of Newburgh"; and

WHEREAS, a notice of said public hearing was duly advertised on the \_\_th day of \_\_\_\_\_, 2024 in The Mid-Hudson Times and posted on the Town Clerk's sign board and on the Town's website on the \_\_th day of \_\_\_\_\_, 2025; and

WHEREAS, the Public Hearing was duly held on the 10th day of March, 2025 at 7:00 o'clock p.m. and all parties in attendance were permitted to speak on behalf of in opposition to the

proposed Local Law or any part thereof; and

WHEREAS, the Town Board of the Town of Newburgh has duly considered the adoption of said Local Law amending the Town of Newburgh Stormwater Management Code as part of an Unlisted Action under the State Environmental Quality Review Act and has duly issued a negative declaration; and

WHEREAS, the Town Board of the Town of Newburgh has duly considered those reports and responses it has received from the Orange County Planning Department and the Town of Newburgh Planning Board; and

WHEREAS, due to the introduction or adoption of intervening local laws and passage of time, said Local Law shall be designated as Town of Newburgh Local Law No. \_\_\_ of the Year 2025 upon filing; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_\_\_ of Year 2025 entitled "A Local Law Amending Section 157-12H Entitled "Penalties" of Chapter 157 entitled 'Stormwater Management' of the Code of the Town of Newburgh."
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

<u>Paul I. Ruggiero, Councilman</u>	_____ voting _____
<u>Scott M. Manley, Councilman</u>	_____ voting _____
<u>Anthony R. LoBiondo, Councilman</u>	_____ voting _____
<u>James Politi, Councilman</u>	_____ voting _____
<u>Gilbert J. Piaquadio, Supervisor</u>	_____ voting _____

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW # OF 2024  
A LOCAL LAW AMENDING  
SUBSECTION 157-12H ENTITLED "PENALTIES" OF  
CHAPTER 157 ENTITLED "STORMWATER MANAGEMENT"  
OF THE CODE OF THE TOWN OF NEWBURGH**

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

**SECTION 1 – TITLE**

This Local Law shall be referred to as "A Local Law Amending Subsection 157-12H Entitled 'Penalties' of Chapter 157 entitled 'Stormwater Management' of the Code of the Town of Newburgh."

**SECTION 2 – FINDINGS AND PURPOSE**

The Town Board does hereby make the following findings and does hereby declare the following purposes with regard to the enactment of this local law:

- A. Effective Code enforcement effectuates the stormwater management regulations purposes to protect, maintain and enhance both the immediate and long-term health, safety and general welfare of the citizens of the Town of Newburgh; to prevent damage from flooding; to protect, restore and maintain the chemical, physical and biological integrity of community waters; to encourage protection of natural drainage systems, such as wetlands, and use them in ways that do not impair their beneficial functioning; and to protect, restore and maintain the habitat of fish and wildlife.
- B. A reduction in the maximum imprisonment penalties that may be imposed for stormwater management violations will enhance judicial efficiency, ensuring the delivery of justice by the court having jurisdiction in a timely and cost effective manner without exhausting the resources of the court. The enhancement in judicial efficiency will assist in more effective stormwater management enforcement.
- C. Increasing the fines for stormwater management violations will act as a significant deterrent by making non-compliance more financially burdensome, thereby encouraging property owners to correct violations promptly and adhere to the stormwater management regulations.

D. The Town has the ability to seek injunctive relief in State court for willful and determined violators, which is generally a more effective means of abating and correcting violations than a lengthy prison sentence.

E. The purposes of this local law are to improve the effectiveness of stormwater management regulation enforcement through greater judicial efficiency and the deterrence of stormwater management regulation violations by the exercise of the Town Board's municipal home rule authority to supersede and amend the Town Law of the State of New York..

### SECTION 3 - AMENDMENT TO CHAPTER 157

Subsection 157-12H entitled "Penalties" of Section 157-12 entitled "Inspections and enforcement; penalties for enforcement" of Chapter 157 entitled "Stormwater Management" is hereby amended to read as follows:

#### **"H Penalties.**

(1) Any person who violates the provisions of this article shall be guilty of a violation punishable by a fine not exceeding ~~\$350~~ \$700 or imprisonment for a period not to exceed ~~six months~~ fifteen days, or both, for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, punishable by a fine not less than ~~\$350~~ \$700 nor more than ~~\$700~~ \$1,000 or imprisonment for a period not to exceed ~~six months~~ fifteen days, or both; and upon conviction for a third or subsequent offense, all of which were committed within a period of five years, punishable by a fine not less than ~~\$700~~ \$1,000 nor more than ~~\$1,000~~ \$1,500 or imprisonment for a period not to exceed, ~~six months~~ fifteen days or both. Each week's continued violation shall constitute a separate additional violation.

(2) In addition to or as an alternative to any penalty provided herein or by law, any person violating any provision of this article shall be subject to a civil penalty enforceable and collectible by the Town in an amount not exceeding ~~\$250~~ \$350 for each day the violation continues until the violation has been corrected or otherwise abated in a manner approved by the Stormwater Management Officer or his designated representative.

### SECTION 4 - SUPERSEDING AND AMENDING EFFECT

This law is specifically intended to supersede and amend (to the extent it departs therefrom by reducing penalties and increasing fines) the following sections of the Town Law of the State of New York:

#### SECTION 5 - VALIDITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

#### SECTION 6 - EFFECTIVE DATE

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

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the 10th day of March, 2025 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF ADOPTION OF LOCAL  
LAW NO. \_ OF 2025 AMENDING SECTION  
SUBSECTION 83-14C OF SECTION 183-14  
ENTITLED "INSPECTIONS AND ENFORCE-  
MENT; PENALTIES" OF CHAPTER 183  
ENTITLED "CLEARING AND GRADING"  
OF THE CODE OF THE TOWN OF NEWBURGH

Councilman \_\_\_\_\_ presented the following resolution which was seconded by  
Councilman \_\_\_\_\_.

WHEREAS, a Local Law Amending Subsection 83-14C of Section 83-14 Entitled 'Inspections and Enforcement; Penalties for Offenses' of Chapter 83 Entitled 'Clearing and Grading' of the Code of the Town of Newburgh was introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York on the 25th day of November, 2025; and

WHEREAS, pursuant to resolution of the Town Board, copies of the aforesaid local law were forwarded to the Orange County Department of Planning and the Town of Newburgh Planning Board, and to the Town of Newburgh Zoning Board of Appeals; and

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 10th day of February, 2025 ordering a public hearing to be held on the 10th day of March, 2025 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on said proposed local law entitled "Local Law Amending Subsection 83-14C of Section 83-14 Entitled 'Inspections and Enforcement; Penalties for Offenses' of Chapter 83 Entitled 'Clearing and Grading' of the Code of the Town of Newburgh"; and

WHEREAS, a notice of said public hearing was duly advertised on the \_\_th day of \_\_\_\_\_, 2024 in The Mid-Hudson Times and posted on the Town Clerk's sign board and on the

Town's website on the \_\_th day of \_\_\_\_\_, 2025; and

WHEREAS, the Public Hearing was duly held on the 10th day of March, 2025 at 7:00 o'clock p.m. and all parties in attendance were permitted to speak on behalf of in opposition to the proposed Local Law or any part thereof; and

WHEREAS, the Town Board of the Town of Newburgh has duly considered the adoption of said Local Law amending the Town of Newburgh Stormwater Management Code as part of an Unlisted Action under the State Environmental Quality Review Act and has duly issued a negative declaration; and

WHEREAS, the Town Board of the Town of Newburgh has duly considered those reports and responses it has received from the Orange County Planning Department and the Town of Newburgh Planning Board; and

WHEREAS, due to the introduction or adoption of intervening local laws and passage of time, said Local Law shall be designated as Town of Newburgh Local Law No. \_\_ of the Year 2025 upon filing; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_\_ of Year 2025 entitled "A Local Law Amending Subsection 83-14C of Section 83-14 Entitled 'Inspections and Enforcement; Penalties for Offenses' of Chapter 83 Entitled 'Clearing and Grading' of the Code of the Town of Newburgh."
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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

<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>James Politi, Councilman</u>	<u>voting</u>



Gilbert J. Piaquadio, Supervisor

voting

The resolution was thereupon declared duly adopted.

**INTRODUCTORY LOCAL LAW # OF 2024  
A LOCAL LAW AMENDING  
SUBSECTION 83-14C OF SECTION 83-14 ENTITLED "INSEPCIONS AND  
ENFORCEMENT; PENALTIES FOR OFFENSES" OF  
CHAPTER 83 ENTITLED "CLEARING AND GRADING"  
OF THE CODE OF THE TOWN OF NEWBURGH**

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

**SECTION 1 – TITLE**

This local law shall be referred to as "A Local Law Amending Subsection 83-14C of Section 83-14 Entitled 'Inspections and Enforcement; Penalties for Offenses' of Chapter 83 entitled 'Clearing and Grading'" of the Code of the Town of Newburgh."

**SECTION 2 – FINDINGS AND PURPOSE**

The Town Board does hereby make the following findings and does hereby declare the following purposes with regard to the enactment of this local law:

- A. Effective code enforcement prevents or corrects violations of the Town's Clearing and Grading Law and therefore effectuates the law's basic purpose to protect the public health, safety and welfare in the Town of Newburgh by providing for the proper use of land and regulating timber harvesting, site preparation, construction activities and other activities impacting on the land, including excavation, filling, grading and clearing, so as to protect the natural environment, prevent the indiscriminate and excessive cutting of trees and natural vegetation and prevent problems related to erosion, sediment or drainage.
- B. A reduction in the maximum imprisonment penalties that may be imposed for clearing and grading violations will enhance judicial efficiency, ensuring the delivery of justice by the court having jurisdiction in a timely and cost effective manner without exhausting the resources of the court. The enhancement in judicial efficiency will assist in more effective code enforcement.
- C. Increasing the fines for clearing and grading violations will act as a significant deterrent by making non-compliance more financially burdensome, thereby encouraging property owners to correct violations promptly and adhere to the Clearing and Grading law.
- D. The purposes of this local law are to improve the effectiveness of code enforcement through greater judicial efficiency and the deterrence of clearing and grading violations by the exercise of the Town Board's municipal home rule authority to supersede and amend the Town Law of the State of New York..

### SECTION 3 - AMENDMENT TO CHAPTER 83

1. Subsection 83-14C of Section 83-14 entitled "Inspections and enforcement; penalties for offenses" of Chapter 83 is hereby amended to read as follows:

#### § 185-52. Inspections and enforcement; penalties for offenses

"C. For any and every violation of the provisions of this chapter by the owner or responsible agent or party shall be guilty of an offense. Upon conviction thereof, the person violating the same shall be subject to a fine of not more than \$700 or imprisonment for not more than six months fifteen days, or both, for conviction of a first offense; a fine not less than \$700 nor more than \$1,000 or imprisonment for a period not to exceed fifteen days, or both, for conviction of a second offense committed within a period of five years of the committing of the first offense; and a fine not less than \$1,000 nor more than \$1,500 or imprisonment for a period not to exceed fifteen days, or both, for conviction of a third or subsequent offense, all of which were committed within a period of five years.. ~~the violator shall be subject to a fine of not less than \$100 and not exceeding \$500 or to imprisonment for not more than six months, or both, and e~~ Each and every day the violation of a stop-work order continues or the violation persists after the date specified for the completion of corrective action in an order to remedy shall be deemed to be a separate and distinct violation. In addition, any such person who violates any provision of this chapter or omits or refuses to perform any and every act hereby required shall forfeit and pay a civil penalty to the Town of no less than ~~\$250~~ \$350 and not exceeding \$2,500 per lot or double the cost of correcting the violation to the extent possible, whichever is greater, for each and every such violation and nonperformance.

### SECTION 4 - SUPERSEDING AND AMENDING EFFECT

This law is specifically intended to supercede and amend (to the extent it departs therefrom by reducing penalties and increasing fines) the following sections of the Town Law of the State of New York:

Section 135

## SECTION 5 - VALIDITY

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

## SECTION 6 - EFFECTIVE DATE

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

#6A

TOWN OF NEWBURGH

AUDIT # 5


DATE: MARCH 10, 2025

TOTAL OF ALL PAYMENTS: \$ 690,258.17

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 690,258.17 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: March 10, 2025

  
\_\_\_\_\_  
Town Clerk Office

Town Board:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

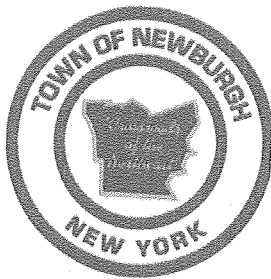
\_\_\_\_\_

\_\_\_\_\_

Town Board Meeting March 10, 2025

**#6B**

**Review Status Report and Budget Status Report for March 2025**



#8

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: 3-5-25

---

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

\*Totaling: \$ 2347.92

Canine: \$ 1316.63

Feline: \$ 1031.29

Other: \$

# TOWN OF NEWBURGH

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

DEPARTMENT

*Animal Control*

CLAIMANT'S  
NAME  
AND  
ADDRESS

Newburgh Veterinary Hospital  
1716 Route 300  
Newburgh, NY 12550  
(845) 564-2660

TERMS

Net 30 Days

*Canine*

DO NOT WRITE IN THIS BOX

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

Invoice #

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
1/28/25	918895			113.00
1/30/25	919133			18.00
2/4/25	919670			118.85
2/18/25	921004			268.27
2/18/25	921005			121.86
2/20/25	921214			243.20
2/24/25	921680			136.15
2/24/25	921681			136.15
2/24/25	921682			161.15
TOTAL				1316.63

## CLAIMANT'S CERTIFICATION

*Dora M Cast*

I certify that the above amount is the amount of \$ 1316.63 is true and correct, that the above services and materials were rendered to or for the municipality on the dates stated; that no part has been paid or received; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

2/25/25  
DATE

*Dora M Cast*

SIGNATURE

*Practice Mgr*  
TITLE

(Space below for municipal use)

## DEPARTMENT APPROVAL

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

3-5-25  
Date

Authorized Official

## APPROVAL FOR PAYMENT

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

Date

Auditing Board



# Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

# INVOICE

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

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

**Printed:** 01-28-25 at 11:10a  
**Date:** 01-28-25  
**Account:** 19984  
**Invoice:** 918895

Date	For	Qty Description	Price	Discount	Net Price	
01-28-25	#2-25 Paisley	1 CONSULT / EXAM - Annual Wellne	94.50	63.50	31.00	**
01-28-25		1 LYME,HW,EHRlichia,ANAPLAS	125.00	95.00	30.00	**
01-28-25		1 Canine Dist/A2/Parainfluenza/Parvo	64.00	47.00	17.00	**
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis						
01-28-25		1 Canine Respiratory Complex- Bord	64.00	47.00	17.00	**
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
01-28-25		1 CANINE RABIES / 1YEAR	64.00	46.00	18.00	**
01-28-25		1 Weight Monitoring			0.00	
Total charges, this invoice...					113.00	
**Total discount included: 298.50						

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

Reminders for: #2-25 Paisley (Weight: 28.9 lbs - 8y)		Last done
01/26	CANINE RABIES / 3 YEAR	
01/26	Canine Dist/Aden/Parainfluenza	
01/26	CONSULT / EXAM - Annual Wellne	01-28-25
01/26	lyme,HW/Ehrlichia Accu Plus4(A	01-28-25
01/26	CONSULT / EXAM - first pup/kit	01-28-25
01/26	Canine Kennel Cough Vacc -1 ye	01-28-25
07/25	FECAL EXAM	

## #2-25 Paisley's weight history (in lbs)

01-28-25	28.90
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# Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

# INVOICE

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

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

**Printed:** 03-05-25 at 10:41a  
**Date:** 01-30-25  
**Account:** 19984  
**Invoice:** 919133

Date	For	Qty Description	Price	Discount	Net Price
01-30-25	#3-25 Ellie	1 CANINE RABIES / 1YEAR	64.00	46.00	18.00 **
Total charges, this invoice...					18.00
**Total discount included: 46.00					

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

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

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

**Printed:** 02-04-25 at 11:05a  
**Date:** 02-04-25  
**Account:** 19984  
**Invoice:** 919670

Date	For	Qty	Description	Price	Discount	Net Price
01-29-25	#2-25 Paisley	90	Doxycycline 50mg Caps/Tabs #38	91.55	74.70	16.85 **
02-03-25	71-24 Noe	1	Weight Monitoring			0.00
02-03-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
	Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.					
02-03-25	72-24 Eve	1	Weight Monitoring			0.00
02-03-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
	Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.					
02-03-25	73-24 Holly	1	Weight Monitoring			0.00
02-03-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
	Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.					
02-03-25	74-24 Angel	1	Weight Monitoring			0.00
02-03-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
	Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.					
02-03-25	75-24 Nicholas	1	Weight Monitoring			0.00
02-03-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
	Your pet has been given the first in a series that requires revaccination every 3-4					

weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.

02-03-25	76-24 Claus	1 Weight Monitoring		0.00
02-03-25		1 Canine Dist/Aden/Parainfluenza/Pa	64.00 47.00	17.00 **

Your pet has been given the first in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.

Total charges, this invoice...

118.85

\*\*Total discount included: 356.70

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

Reminders for: **74-24 Angel** (Weight: 3.7 lbs - ) Last done

02/26	Pro-Heart 12 (51-100lbs)
08/25	HEARTWORM TEST
08/25	FECAL EXAM
06/25	Neuter your pet at 5-6 months
06/25	CANINE RABIES / 1YEAR
04/25	VANGUARD PUPPY 5 #2
04/25	Canine Kennel Cough Vacc -1 ye

Reminders for: **76-24 Claus** (Weight: 3.6 lbs - 6w) Last done

12/25	Pro-Heart 12 (51-100lbs)
06/25	HEARTWORM TEST
06/25	FECAL EXAM
04/25	Neuter your pet at 5-6 months
04/25	CANINE RABIES / 1YEAR
02/25	VANGUARD PUPPY 5 #2
02/25	Canine Kennel Cough Vacc -1 ye

Reminders for: **75-24 Nicholas** (Weight: 4.4 lbs - 6w) Last done

12/25	Pro-Heart 12 (51-100lbs)
06/25	HEARTWORM TEST
06/25	FECAL EXAM
04/25	Neuter your pet at 5-6 months
04/25	CANINE RABIES / 1YEAR
02/25	VANGUARD PUPPY 5 #2
02/25	Canine Kennel Cough Vacc -1 ye

Reminders for: **73-24 Holly** (Weight: 3.6 lbs - 6w) Last done

12/25	Pro-Heart 12 (51-100lbs)
06/25	HEARTWORM TEST

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-18-25 at 5:41p  
**Date:** 02-18-25  
**Account:** 19984  
**Invoice:** 921004

Date	For	Qty	Description	Price	Discount	Net Price
02-18-25	72-24 Eve	1	Weight Monitoring			0.00
02-18-25		1	OHE Canine - Town of Newburgh	178.00	58.00	120.00 **
02-18-25		1	Anesthesia- Isoflurane	454.00	454.00	0.00 **
02-18-25		1	---BloodPressureMonitoring w/anes			0.00
02-18-25		1	---PulseOximeterMonitoring w/Anes			0.00
02-18-25		1	-CapnographMonitoring w/Anesthe			0.00
02-18-25		1	-----Recovery in Heated Cage			0.00
02-18-25		1	----Warm Water Blanket in Surgery			0.00
02-18-25		0.01	-HydromorphoneInject 10mg/ml Co			0.00
02-18-25		0.25	Penicillin G Inject / ml (in hosp)	30.27	30.27	0.00 **
02-18-25		1	Oral, Topical medication administr	12.60	12.60	0.00 **
02-18-25		0.05	-TelazolInject Control Log / ml			0.00
02-18-25		1	Elizabethan Collar	32.50	13.00	19.50 **
02-18-25		1	PEDICURE- simple	22.00	22.00	0.00 **
02-18-25		5	Amoxicillin 50mg tab #388172	21.90	20.42	1.48 **
02-18-25		2	Vetprofen Tablets 25mg Individual	21.15	20.24	0.91 **
02-18-25		20	Gabapentin Solution 50mg/ml com	30.55	26.03	4.52 **
02-18-25	75-24 Nicholas	1	Weight Monitoring			0.00
02-18-25		1	Neuter/Canine- Town of Newburgh	140.00	45.00	95.00 **
02-18-25		1	Anesthesia- Isoflurane	454.00	454.00	0.00 **
02-18-25		1	---BloodPressureMonitoring w/anes			0.00
02-18-25		1	---PulseOximeterMonitoring w/Anes			0.00
02-18-25		1	-CapnographMonitoring w/Anesthe			0.00
02-18-25		1	-----Recovery in Heated Cage			0.00
02-18-25		1	----Warm Water Blanket in Surgery			0.00
02-18-25		0.02	-HydromorphoneInject 10mg/ml Co			0.00
02-18-25		0.30	Penicillin G Inject / ml (in hosp)	30.33	30.33	0.00 **
02-18-25		1	Oral, Topical medication administr	12.60	12.60	0.00 **
02-18-25		0.06	-TelazolInject Control Log / ml			0.00
02-18-25		1	Elizabethan Collar	32.50	13.00	19.50 **
02-18-25		1	PEDICURE- simple	22.00	22.00	0.00 **
02-18-25		5	Amoxicillin 50mg tab #388175	21.90	20.42	1.48 **
02-18-25		3	Vetprofen Tablets 25mg Individual	21.95	20.59	1.36 **
02-18-25		20	Gabapentin Solution 50mg/ml com	30.55	26.03	4.52 **

Total charges, this invoice...

268.27

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-18-25 at 5:42p  
**Date:** 02-18-25  
**Account:** 19984  
**Invoice:** 921005

Date	For	Qty Description	Price	Discount	Net Price
02-18-25	71-24 Noel	1 Weight Monitoring			0.00
02-18-25		1 Neuter/Canine- Town of Newburgh	140.00	45.00	95.00 **
02-18-25		1 Anesthesia- Isoflurane	454.00	454.00	0.00 **
02-18-25		1 ---BloodPressureMonitoring w/anes			0.00
02-18-25		1 ---PulseOximeterMonitoring w/Anes			0.00
02-18-25		1 -CapnographMonitoring w/Anesthe			0.00
02-18-25		1 -----Recovery in Heated Cage			0.00
02-18-25		1 ----Warm Water Blanket in Surgery			0.00
02-18-25		0.02 -HydromorphoneInject 10mg/ml Co			0.00
02-18-25		0.30 Penicillin G Inject / ml (in hosp)	30.33	30.33	0.00 **
02-18-25		1 Oral, Topical medication administr	12.60	12.60	0.00 **
02-18-25		0.06 -TelazolInject Control Log / ml			0.00
02-18-25		1 Elizabethan Collar	32.50	13.00	19.50 **
02-18-25		1 PEDICURE- simple	22.00	22.00	0.00 **
02-18-25		3 Vetprofen Tablets 25mg Individual	21.95	20.59	1.36 **
02-18-25		5 Amoxicillin 50mg tab #388182	21.90	20.42	1.48 **
02-18-25		20 Gabapentin Solution 50mg/ml com	30.55	26.03	4.52 **

Total charges, this invoice...

121.86

\*\*Total discount included: 643.97

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

Reminders for: **71-24 Noel** (Weight: 5.6 lbs - 8w) Last done

12/25	Pro-Heart 12 (51-100lbs)
06/25	HEARTWORM TEST
06/25	FECAL EXAM
04/25	Neuter your pet at 5-6 months
04/25	CANINE RABIES / 1YEAR
02/25	VANGUARD PUPPY 5 #2
02/25	Canine Kennel Cough Vacc -1 ye

### 71-24 Noel's weight history (in lbs)

02-18-25	5.60
----------	------

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-20-25 at 3:32p  
**Date:** 02-20-25  
**Account:** 19984  
**Invoice:** 921214

Date	For	Qty	Description	Price	Discount	Net Price	
02-20-25	Madison 70-24	1	OHE Canine 13 MOS.- 4Yrs	609.00	489.00	120.00	**
	Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.						
02-20-25		1	-Isoflurane Gas Anesthesia			0.00	
02-20-25		1	---PulseOximeterMonitoring w/Anes			0.00	
02-20-25		1	-CapnographMonitoring w/Anesthe			0.00	
02-20-25		1	----Recovery in Heated Cage			0.00	
02-20-25		0.05	-HydromorphoneInject 10mg/ml Co			0.00	
02-20-25		0.80	Penicillin G Inject / ml (in hosp)	30.88	30.88	0.00	**
02-20-25		0.60	Rimadyl/ Caprofen Inject / ml Outpa	32.51	32.51	0.00	**
02-20-25		0.20	-TelazolInject Control Log / ml			0.00	
02-20-25		1	PEDICURE- simple	22.00	22.00	0.00	**
02-20-25		1	Elizabethan Collar	32.50	13.00	19.50	**
02-20-25		1	LYME,HW,EHRLICHIA,ANAPLAS	125.00	80.00	45.00	**
02-20-25		1	Canine Dist/A2/Parainfluenza/Parvo	64.00	47.00	17.00	**
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptospirosis						
02-20-25		1	Canine Respiratory Complex- Bord	64.00	47.00	17.00	**
	Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
02-20-25		1	CANINE RABIES / 1YEAR	64.00	46.00	18.00	**
02-20-25		10	Amoxicillin 100mg tab #388339	26.05	22.02	4.03	**
02-20-25		5	Vetprofen Tablets 25mg Individual	23.55	21.27	2.28	**
02-20-25		10	Trazodone 50mg tablets #388342	21.75	21.36	0.39	**

Total charges, this invoice...

243.20

\*\*Total discount included: 872.04

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-24-25 at 7:05p  
**Date:** 02-24-25  
**Account:** 19984  
**Invoice:** 921680

Date	For	Qty	Description	Price	Discount	Net Price	
02-24-25	76-24 Claus	1	Neuter/Canine- Town of Newburgh	140.00	45.00	95.00	**
02-24-25		1	Anesthesia- Isoflurane	454.00	454.00	0.00	**
02-24-25		1	---BloodPressureMonitoring w/anes			0.00	
02-24-25		1	---PulseOximeterMonitoring w/Anes			0.00	
02-24-25		1	-CapnographMonitoring w/Anesthe			0.00	
02-24-25		1	----Recovery in Heated Cage			0.00	
02-24-25		1	----Warm Water Blanket in Surgery			0.00	
02-24-25		0.02	-HydromorphoneInject 10mg/ml Co			0.00	
02-24-25		0.30	Penicillin G Inject / ml (in hosp)	30.33	30.33	0.00	**
02-24-25		1	Oral, Topical medication administr	12.60	12.60	0.00	**
02-24-25		0.06	-TelazolInject Control Log / ml			0.00	
02-24-25		1	PEDICURE- simple	22.00	22.00	0.00	**
02-24-25		1	Elizabethan Collar	32.50	13.00	19.50	**
02-24-25		1	Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00	**
Your pet has been given the second vaccination in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.							
02-24-25		1	Followup exam w/ Tech in 3-4 week			0.00	
02-24-25		14	Gabapentin Solution 50mg/ml com	27.25	24.08	3.17	**
02-24-25		5	Amoxicillin 50mg tab #388617	21.90	20.42	1.48	**

Total charges, this invoice...

136.15

\*\*Total discount included: 668.43

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

Reminders for:	76-24 Claus (Weight: 3.6 lbs - 9w)	Last done
12/25	Pro-Heart 12 (51-100lbs)	
06/25	HEARTWORM TEST	
06/25	FECAL EXAM	



# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-24-25 at 7:06p  
**Date:** 02-24-25  
**Account:** 19984  
**Invoice:** 921681

Date	For	Qty Description	Price	Discount	Net Price
02-24-25	74-24 Angel	1 Neuter/Canine- Town of Newburgh	140.00	45.00	95.00 **
02-24-25		1 Anesthesia- Isoflurane	454.00	454.00	0.00 **
02-24-25		1 ---BloodPressureMonitoring w/anes			0.00
02-24-25		1 ---PulseOximeterMonitoring w/Anes			0.00
02-24-25		1 -CapnographMonitoring w/Anesthe			0.00
02-24-25		1 ----Recovery in Heated Cage			0.00
02-24-25		1 ----Warm Water Blanket in Surgery			0.00
02-24-25		0.02 -HydromorphoneInject 10mg/ml Co			0.00
02-24-25		0.35 Penicillin G Inject / ml (in hosp)	30.38	30.38	0.00 **
02-24-25		1 Oral, Topical medication administr	12.60	12.60	0.00 **
02-24-25		0.07 -TelazolInject Control Log / ml			0.00
02-24-25		1 Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
Your pet has been given the second vaccination in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.					
02-24-25		1 Followup exam w/ Tech in 3-4 week			0.00
02-24-25		1 PEDICURE- simple	22.00	22.00	0.00 **
02-24-25		1 Elizabethan Collar	32.50	13.00	19.50 **
02-24-25		14 Gabapentin Solution 50mg/ml com	27.25	24.08	3.17 **
02-24-25		5 Amoxicillin 50mg tab #388616	21.90	20.42	1.48 **
Total charges, this invoice...					136.15
**Total discount included: 668.48					

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

Reminders for: **74-24 Angel** (Weight: 3.7 lbs - 20d) Last done

02/26 Pro-Heart 12 (51-100lbs)  
08/25 HEARTWORM TEST  
08/25 FECAL EXAM

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-24-25 at 7:07p  
**Date:** 02-24-25  
**Account:** 19984  
**Invoice:** 921682

Date	For	Qty Description	Price	Discount	Net Price
02-24-25	73-24 Holly	1 OHE Canine - Town of Newburgh	178.00	58.00	120.00 **
02-24-25		1 Anesthesia- Isoflurane	454.00	454.00	0.00 **
02-24-25		1 ---BloodPressureMonitoring w/anes			0.00
02-24-25		1 ---PulseOximeterMonitoring w/Anes			0.00
02-24-25		1 -CapnographMonitoring w/Anesthe			0.00
02-24-25		1 ----Recovery in Heated Cage			0.00
02-24-25		1 ----Warm Water Blanket in Surgery			0.00
02-24-25		0.02 -HydromorphoneInject 10mg/ml Co			0.00
02-24-25		0.35 Penicillin G Inject / ml (in hosp)	30.38	30.38	0.00 **
02-24-25		1 Oral, Topical medication administr	12.60	12.60	0.00 **
02-24-25		0.07 -TelazolInject Control Log / ml			0.00
02-24-25		1 Canine Dist/Aden/Parainfluenza/Pa	64.00	47.00	17.00 **
Your pet has been given the second vaccination in a series that requires revaccination every 3-4 weeks until your puppy is approximately 14-16 weeks of age. Occasionally, loss of appetite, listlessness, or localized discomfort may occur. If there is severe lethargy or facial swelling, call us for advice.					
02-24-25		1 Followup exam w/ Tech in 3-4 week			0.00
02-24-25		1 Elizabethan Collar	32.50	13.00	19.50 **
02-24-25		14 Gabapentin Solution 50mg/ml com	27.25	24.08	3.17 **
02-24-25		5 Amoxicillin 50mg tab #388615	21.90	20.42	1.48 **

Total charges, this invoice...

161.15

\*\*Total discount included: 659.48

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

Reminders for: **73-24 Holly** (Weight: 3.6 lbs - 9w) Last done

12/25 Pro-Heart 12 (51-100lbs)  
06/25 HEARTWORM TEST  
06/25 FECAL EXAM  
04/25 Spay your pet at 5-6 months

Newburgh, New York 12550  
(845) 564-4552

Animal Control.

**Newburgh Veterinary Hospital**  
1716 Route 300  
Newburgh, NY 12550  
(845)564-2660

**Net 30 Days**

Feline

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

**Invoice #**

Feline			Unit Price	Amount
Dates	Quantity	Description of Materials or Services		
1/28/25	918892			67.50
1/30/25	919147			50.72
2/3/25	919535			826.07
2/18/25	921007			87.00
			TOTAL	1031.29

### CLAIMANT'S CERTIFICATION

Dora M Cast

certify that the above account in the amount of \$

1031.29

La. 1000

and contract with the same, services and equipment are charged to or for the municipality or, if none exists, the nearest county, and if none exists, then the nearest municipality is charged, and not vice versa; and that the amount claimed is actually due.

2125	25
------	----

DATE

Dec m Cast

**SIGNATURE**

## Practice Mar

**TITLE**

**(Space below for municipal use)**

DEPARTMENT APPROVAL

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

3.5.25

Date \_\_\_\_\_

**Authorized Official**

**APPROVAL FOR PAYMENT**

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

## Diets

### Auditing Board

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 01-28-25 at 10:57a  
**Date:** 01-28-25  
**Account:** 4417  
**Invoice:** 918892

Date	For	Qty	Description	Price	Discount	Net Price
01-27-25	Zane 2k-25	1	Feline Rabies Vaccine / Purevax 1y	67.00	45.00	22.00 **
	Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.					
01-27-25		1	FeLV/ FIV Elisa SA260	163.00	117.50	45.50 **
01-28-25		1	FIV Elisa Negative			0.00
01-28-25		1	Feline Leukemia Elisa Negative			0.00

Total charges, this invoice...

67.50

\*\*Total discount included: 162.50

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

Reminders for: Zane 2k-25	Last done
01/26 Rabies/Purevax Feline 1yr	01-27-25
07/25 Neuter your pet at 5-6 months	
02/25 FECAL EXAM	
12/24 Rhinotracheitis/Pan/leuk/Calic	

Next appointment for Zane 2k-25	Qty
02-04-25 <b>At:</b> 9:40a <b>With:</b> Sx-Dent-U/S-CT	
Treatments: NEUTER FELINE	1

LIKE US ON FACEBOOK.COM!

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

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 01-30-25 at 4:06p  
**Date:** 01-30-25  
**Account:** 4417  
**Invoice:** 919147

Date	For	Qty	Description	Price	Discount	Net Price
01-29-25	Karrie 50k24	1	CONSULT / EXAM - Sick	105.00	66.50	38.50 **
01-29-25		3	Onsior 6mg Individual Tabs #38700	38.36	26.14	12.22 **

Total charges, this invoice...

50.72

\*\*Total discount included: 92.64

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

Reminders for: **Karrie 50k24** (Weight: 4.0 lbs - 16w) Last done

01/26	Feline Rhino/Panleuk/Calici I/	
01/26	Rabies/Purevax Feline 1yr	01-21-25
11/25	CONSULT / EXAM - Annual Wellne	11-08-24
04/25	FECAL EXAM	

### Karrie 50k24's weight history (in lbs)

12-19-24	4.00
11-20-24	2.30
11-08-24	1.70

LIKE US ON FACEBOOK.COM!

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

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

CS

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-03-25 at 10:37a  
**Date:** 02-03-25  
**Account:** 4417  
**Invoice:** 919535

Date	For	Qty Description	Price	Discount	Net Price
01-30-25	Zane 2k-25	1 CONSULT / EXAM - Sick	105.00	66.50	38.50 **
01-30-25		1 X-RAY SURVEY RADS	479.00	239.50	239.50 **
01-30-25		1 OSHA Compliance Biohazards Fee	12.60	6.30	6.30 **
01-30-25		1 CHEMISTRY/ CBC in HOSPITAL	385.00	192.50	192.50 **
01-30-25		1 OSHA Compliance Biohazards Fee	12.60	6.30	6.30 **
01-30-25		1 FECAL PARASITE SCREEN + GIA	83.50	63.50	20.00 **
01-30-25		1 Enema-DSS (Fleet or Similar)	125.00	62.50	62.50 **
01-30-25		0.20 Cerenia Inject / ml Hosp	35.70	17.85	17.85 **
Although Cerenia has been approved for use in dogs, it has fortunately become standard of care practice to use in cats as well.					
01-30-25		1 Subcutaneous fluids injection	98.50	49.25	49.25 **
01-31-25		1 BOARD/FELINE-Medical Alert			68.50
01-31-25		1 Enema-DSS Repeat	83.50	41.75	41.75 **
01-31-25		7 Oral, Topical medication administr	88.20	44.10	44.10 **
01-31-25		1 Subcutaneous fluids injection - repe	49.00	24.50	24.50 **
01-31-25		1 Weight Monitoring			0.00
01-31-25		1 Lactulose Syrup 2 oz. #387180	10.90	10.32	0.58 **
02-01-25		1 Reglan / Metoclopramide 1mg/ml s	21.61	20.27	1.34 **
02-01-25		1 Medicating instructions			0.00
02-01-25		2 Oral, Topical medication administr	25.20	12.60	12.60 **
Total charges, this invoice...					826.07
**Total discount included: 857.74					

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

Reminders for:	Zane 2k-25 (Weight: 4.1 lbs - 5m)	Last done
01/26	Rabies/Purevax Feline 1yr	01-27-25
07/25	FECAL EXAM	01-30-25
07/25	Neuter your pet at 5-6 months	
12/24	Rhinotracheitis/Pan/leuk/Calic	

Next appointment for	Zane 2k-25	Qty
02-04-25	At: 9:40a With: Sx-Dent-U/S-CT	

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 02-18-25 at 5:45p  
**Date:** 02-18-25  
**Account:** 4417  
**Invoice:** 921007

Date	For	Qty	Description	Price	Discount	Net Price
02-18-25	Zane 2k-25	1	Weight Monitoring			0.00
02-18-25		1	Fecal Parasite Screen (Repeat) T8	67.50	47.50	20.00 **
02-18-25		1	NEUTER FELINE	168.00	118.00	50.00 **
02-18-25		1	Sedation	315.00	315.00	0.00 **
02-18-25		0.10	BuprenorphineSR Inject/ml in hosp	42.60	42.60	0.00 **
02-18-25		0.50	Penicillin G Inject / ml (in hosp)	30.55	30.55	0.00 **
02-18-25		1	Oral, Topical medication administr	12.60	12.60	0.00 **
02-18-25		0.07	-TelazolInject Control Log / ml			0.00
02-18-25		1	Feline Rhino/Panleuk/Calicivirus #	52.00	35.00	17.00 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
02-18-25		1	PEDICURE- simple	22.00	22.00	0.00 **
02-18-25		1	Followup exam w/ Tech in 3-4 week			0.00
Total charges, this invoice...						87.00
**Total discount included: 623.25						

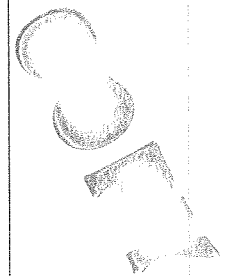
Your invoice total reflects our **13Stray Cat Accounts** discount.

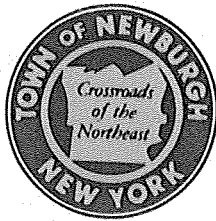
Reminders for:	Zane 2k-25 (Weight: 6.3 lbs - 5m)	Last done
01/26	Rabies/Purevax Feline 1yr	01-27-25
07/25	FECAL EXAM	01-30-25
03/25	Rhinotracheitis/Pan/leuk/Calic	

### Doctor's Instructions

#### **Sedation**

**FOOD & WATER-** With the excitement of returning home after surgery, your pet may be inclined to drink and eat excessively, which may result in vomiting. To avoid this we recommend restricting access to water for an hour or so until your pet has quieted down.





## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#9A

PERSONNEL DEPT.

To: Supervisor Piaquadio  
Town Council

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

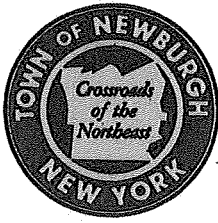
From: Eileen Rose, HR Manager *ER*

Date: March 5, 2025

Re: Part-time Dispatcher

Chief Campbell is requesting authorization to hire two part-time dispatchers, Kyle Piaquadio and Stephanie Roper. They will need a physical, drug/alcohol testing, fingerprints and paperwork to be completed. A proposed hire date on or after March 24, 2025, with a salary of \$20.00 per hour. Thank you..





## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**DONALD B. CAMPBELL**  
**CHIEF OF POLICE**

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

March 5<sup>th</sup> 2025

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Kyle Piaquadio as a part-time dispatcher. Mr. Piaquadio would start at a rate of \$20.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after March 24th, 2025 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).

  
Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Kyle Pagnatino

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: P/T

HOURLY RATE: 20.<sup>00</sup> per hr.

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 001-3120-0100

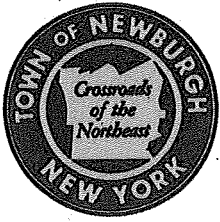
PROPOSED HIRE DATE: 3/24/25

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

  
DEPARTMENT HEAD SIGNATURE

3/5/25  
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**

March 5<sup>th</sup> 2025

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Stephanie Roper as a part-time dispatcher. Mrs. Roper would start at a rate of \$20.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after March 24th, 2025 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Stephanie Roper

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: P/T

HOURLY RATE: 20.00 per hr.

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 001 - 3120 - 0100

PROPOSED HIRE DATE: 3/27/25

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

  
DEPARTMENT HEAD SIGNATURE

3/5/25  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

Lisa  
#9B



## **TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**DONALD CAMPBELL  
CHIEF OF POLICE**

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

March 5<sup>th</sup> 2025

To: Newburgh Town Board

Cc; Charlene Black/Personnel

From: Chief Donald B. Campbell

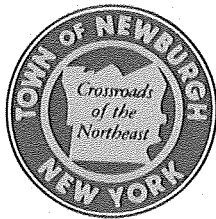
Subject: Promotion Detective

I am requesting that effective March 31, 2025 Officer Christopher Thompson be promoted to the rank of Detective. His salary will be in accordance with the Collective Bargaining Agreement between the Town of Newburgh and PBA (Budget line 001-3120-0100-0000).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. Campbell", is written over a horizontal line.

Donald B. Campbell  
Chief of Police



## TOWN OF NEWBURGH


1496 Route 300, Newburgh, New York 12550

#9C

PERSONNEL DEPT.

To: Supervisor Piaquadio ✓  
Town Board

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

From: Charlene M Black, Personnel 

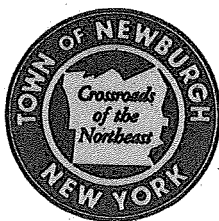
Date: March 5, 2025

Re: Part Time Court Attendants

Please see attached the employee request form and letter from Chief Campbell to hire Ralph Scott and Basheek Collins as a part time Court Attendants. If approved Masters Scott and Collins will need to complete all necessary paperwork, physical, drug and alcohol testing and fingerprint process. Their applications are also pending Orange County Human Resource Approval.

A start date of on or after March 24, 2025 is anticipated and with a salary of \$23.81.

Thank you in advance.



**TOWN OF NEWBURGH POLICE DEPARTMENT**  
300 Gardnertown Road, Newburgh, New York 12550

**Donald B. Campbell**  
Chief of Police

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

March 5<sup>th</sup> 2025

To: Newburgh Town Board

CC: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Court Officer Position

I am requesting the Newburgh Town Board appoint Ralph Scott to the position of Part-Time Court Officer with a starting date on or after March 24<sup>th</sup> 2025 pending physical and fingerprinting. The position has a starting salary of \$23.81 per hour and is not to exceed an average of 20 hours per week or 1040 hours in one calendar year (Fund appropriation 001-3120-0100-0000-0000).

Respectfully submitted,

  
Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Ralph Scott

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: P/T

HOURLY RATE: 23.81 per hr

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 001 - 3120 - 0100

PROPOSED HIRE DATE: 3/24/25

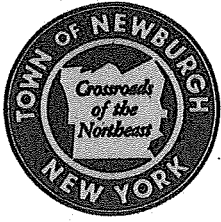
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

  
DEPARTMENT HEAD SIGNATURE

3/5/25  
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**

March 5<sup>th</sup> 2025

To: Newburgh Town Board

CC: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Court Officer Position

I am requesting the Newburgh Town Board appoint Basheek Collins to the position of Part-Time Court Officer with a starting date on or after March 24th 2025 pending physical and fingerprinting. The position has a starting salary of \$23.81 per hour and is not to exceed an average of 20 hours per week or 1040 hours in one calendar year (Fund appropriation 001-3120-0100-0000-0000).

Respectfully submitted,

Donald B. Campbell  
Chief of Police

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Bashue Collins

DEPARTMENT: Police

TITLE OF POSITION: Court Officer

FULL TIME OR PART TIME: P/T

HOURLY RATE: \$23.81

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 001-3120-0100

PROPOSED HIRE DATE: 3/24/25

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

  
DEPARTMENT HEAD SIGNATURE

3/5/25  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

#9D

March 10<sup>th</sup>, 2025 Town Board Meeting

The Town has received four quotes for replacing the Cat 6 Computer Cable in the Police Department Building.

*TKC Cabling	\$ 18,726.00
D-Ben Security	\$ 29,057.76
Big Dog Network Cabling	\$ 32,177.33
Superior Telephone Systems	\$ 32,624.12

\*The TKC quote is not prevailing wage does not apply as the owners of the company will be doing the actual installation; see attached

I am recommending that TKC be awarded this work for \$ 18,726.00

A handwritten signature in black ink, consisting of a stylized 'S' followed by a flourish, enclosed within a large, loopy oval.



**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**

February 5<sup>th</sup> 2025

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Installation of Cat6 cable throughout the Police Department.

I am requesting permission to have TKC Cabling install Cat 6 cabling throughout the police department. The current cabling is antiquated and insufficient to operate the current and future technological needs of the police department. We have secured three separate quotes from separate companies and TKC came in with the lowest quote at \$18,726.00. This price includes all materials and labor as well as labeling and removal of all pre-existing wiring. The expense will be covered through the seizure account and will not be an expense to taxpayers. (Budget Line 3120.5485).

Donald B. Campbell  
Chief of Police



PO Box 162 • Johnson, NY 10933  
PH: 845-234-1315 • 914-850-0215  
tkccabling@gmail.com

Detective Shaun Conley  
Town of Newburgh Police Dept.  
300 Gardnertown Road  
Newburgh, NY 12550

October 18, 2024

**Proposal #23042**

TKC Cabling is pleased to provide you with our Cat6 cabling upgrade proposal.

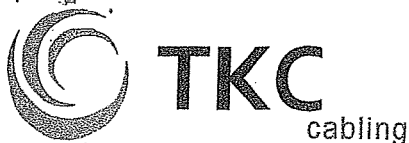
For a sum of: \$18,726.00

This Proposal includes the following:

- Install, terminate, plate, test, and label of (18) single Cat6 data drops with molding for lower level.
- Install, terminate, plate, test, and label of (26) single Cat6 data drops for upper level.
- Install, terminate, plate, test, and label of (1) dual Cat6 data drop with molding for lower level.
- Install, terminate, plate, test, and label of (1) dual Cat6 data drop for upper level.
- Install, terminate, plate, test, and label of (5) triple Cat6 data drops with molding for lower level.
- Install, terminate, plate, test, and label of (1) five Cat6 data drop with molding for lower level.
- Install, terminate, test, and label of (4) single Cat6 data cables for indoor AP locations.
- Install, terminate, test, and label of (1) single Cat6 data cable for outdoor AP location.
- Install and terminate (2) 48 port patch panels for all Cat6 data Cables
- Utilize existing Wall Mount cabinet for new cabling.
- Provide 6 Foot Cat6 black patch cords for each device location.
- Perform cutover after all new cabling has been installed, tested, and labeled.
- Remove all old cabling and associated parts after cutover has been performed.
- Provide marked Drawing with location numbering at completion of project.

Detailed Line Items are listed on page 2 for work to be performed.

**DATA & FIBER OPTIC CABLE INSTALLATION   CABLE MANAGEMENT & RACK INSTALLATION  
NETWORK WIRING & FIBER OPTIC TESTING**



PO Box 162 • Johnson, NY 10933  
PH: 845-234-1315 • 914-850-0215  
tkccabling@gmail.com

ITEM	QTY	UNIT PRICE	EXT. PRICE
Single Cat6 data cable blue installed	44	\$222.50	\$9,790.00
Dual Cat6 data cable blue installed	2	\$343.25	\$686.50
Triple Cat6 data cable blue installed	5	\$465.50	\$2,327.50
Five Cat6 data cable blue installed	1	\$710.00	\$710.00
Single Cat6 AP cable installed	4	\$222.50	\$890.00
Single Cat6 cable for Outdoor AP installed	1	\$232.00	\$232.00
Wire mold installed	24	\$65.00	\$1,560.00
Vertical Cat6 48 Port Patch Panel installed	2	\$170.00	\$340.00
6' Cat6 Station Patch Cord	73	\$2.50	\$182.50
Old cable removal	73	\$27.50	\$2,007.50
		<b>TOTAL:</b>	<b>\$18,726.00</b>

This quote is good for 90 days upon receipt. Please contact us at tkccabling@gmail.com with any questions regarding this proposal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chris Ryshkewitch", is written over a horizontal line.

Chris Ryshkewitch

**OPERATING AGREEMENT**  
**OF**  
**TKC CABLING LLC**

## **EXHIBIT A**

### **LIST OF MEMBERS, CAPITAL CONTRIBUTIONS AND MEMBERSHIP INTERESTS**

<u>Member Name</u>	<u>Capital Contribution</u>	<u>Membership Interest</u>
<b>Christopher Ryshkewitch</b>	<b>\$100.00</b>	<b>33.333%</b>
<b>Kevin Bicskei</b>	<b>\$100.00</b>	<b>33.333%</b>
<b>Thomas Martirano</b>	<b>\$100.00</b>	<b>33.333%</b>





Gil Piaquadio &lt;supervisor@townofnewburgh.org&gt;

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**Town of Newburgh**

2 messages

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**Gil Piaquadio** <supervisor@townofnewburgh.org>  
To: tkccabling@gmail.com

Thu, Mar 6, 2025 at 9:21 AM

Good Morning,

As per the attached Proposal for Cat6 cabling upgrade for the Town of Newburgh Police Department, I would like to inquire if this proposal cost includes Prevailing Wage. Please let me know at your earliest convenience. Thank you.

---

**Gil Piaquadio,**  
**Town Supervisor**

1496 Route 300  
Newburgh, NY 12550  
Phone (845) 564-4552  
Fax (845) 566-9486

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 **TKC Cabling \_Proposal\_Police Department\_10-19-24.pdf**  
95K

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**TKC Cabling** <tkccabling@gmail.com>  
To: Gil Piaquadio <supervisor@townofnewburgh.org>

Thu, Mar 6, 2025 at 9:47 AM

Good morning Gil,  
TKC Cabling consists of 3 owner-operators and we are not required to pay ourselves prevailing wage. This proposal does not include prevailing wage rates.

Regards,  
Chris Ryshkewitch  
TKC Cabling  
914-850-0215  
tkccabling@gmail.com  
[Quoted text hidden]



From

**D-BEN Security Systems,  
Inc.**91 Thompson Street  
Newburgh NY 12550  
(845)565-4024**Quote No. 2015288**Type Installation  
Prepared By Nick Abbagliato  
Created On 11/14/2024

Quote For

**Town of Newburgh**Town of Newburgh - Police  
Dept  
300 Gardnertown Road  
Newburgh NY 12550  
845-564-1100

## Description of Work

For the installation of (75) Cat6 wires (on 1st/2nd fls) for data network at: 300 Gardnertown Rd.

The new wiring will terminate in the existing IT room located on first floor.

Data rack not included in quote (existing one may be reused).

Prevailing labor rate applied.

Wire mold will be used where necessary.

Please click "Approve" (green tab) on quote when ready to proceed.

Thank you!

## Services to be completed

**Voice and Data**

Data Network Wiring

## Parts, Labor, and Items

	Quantity
Category 6 ECO Cable Plenum Blue	
48 Port Blank Patch Panel	7
Cat 6 Data Grade Keystone Jack Blue	2
Keystone 2 port Wall Plate	150
Misc Installation Hardware	40
Prevailing Wage Labor Rate	1
	1
<b>GRAND TOTAL</b>	<b>\$29,057.76</b>

## Terms and Conditions

Deposit Required

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



BigDog Network Cabling LLC  
973-750-4324  
57 Eugene Pl  
Belleville, NJ 07109

Prepared For  
Shaun Conley  
Town Newburgh Police Dept  
300 Gardnertown Road  
Newburgh 12550

Proposal Date  
11/04/2024

Proposal Number  
0001058

Reference  
CAT 6 Office Cabling

## Overview

Good Afternoon Shaun,

Here is the estimate for the CAT 6 UTP Plenum Office Cabling installation at 300 Gardnertown RD, Newburgh, NY 12550. It includes installation and certification. Please see the details below.

## Scope of Work

### CAT 6 UTP Plenum Cabling -

- Install (1) New 12U open frame data cabinet on MDF wall.
- Install (4) 24 Port CAT 6 Patch Panels (Leviton)
- Install (2) 2-inch fire stop cable sleeves
  - Sleeves will be installed above the drop ceiling as a cable pass through in and out of the MDF.
    - All sleeves will be fire stopped after cabling is completed.
- Install (75) total CAT 6 UTP Plenum cables to drop locations specified by Shaun Conley.
  - CAT 6 drop locations and counts:
    - First Floor (51 total)
      - 1 drop of 2 in MDF
      - 1 drop of 1 in office near Read Off area.
      - 1 drop of 1 in Gym near TV.
      - Read Off area:
        - 1 drop of 6 for equipment.
        - 2 drops of 2 near TVs.
        - 1 drop of 1 for time clock.
      - Records:
        - 3 drops of 1.
      - Dispatch:
        - 2 drops of 6 near screens.
        - 1 drop of 2 for computer.
        - 1 drop of 1 for printer.
      - Interview rooms:
        - 1 drop of 1 in front interview room.
        - 1 drop of 1 in rear interview room.
      - Coffee Pot area:
        - 3 drops of 1 for PC's.

- Booking:
  - 6 drops of 1.
- ID room:
  - 1 drop of 2.
- First Floor Access Point's:
  - 1 drop of 1 in Read Off area
  - 1 drop of 1 in rear hallway near Booking
  - 1 drop of 1 outside near rear door.
- Door FOB cables:
  - 1 drop of 1 at front door.
  - 1 drop of 1 at rear door.
    - Door FOB cables will be run and coiled up in ceiling near each door.
- (26) total locations will have EMT conduit installed at the drop on the first floor.
  - All conduits will be fastened to the block wall with straps, anchors, and screws.
  - Conduits will vary in size to accommodate the number of cables at each location.
    - Deep electrical boxes will be connected to conduits as a housing for the faceplates and data jacks.
  - All new CAT 6 Cables will be:
    - Terminated on CAT 6 keystone jacks.
    - Inserted into an appropriate faceplate that will be attached to an electrical box
    - Or inserted into a one port surface mount box (Access Points)
- Second Floor (24 total)
  - Note: The area near the back door will be used as the riser to the second floor.
  - EACAB office:
    - 1 drop of 1
  - DARE Office:
    - 1 drop of 1
  - Lieutenants office:
    - 1 drop of 1
  - Chief's Conference room:
    - 2 drops of 1
  - Chief's office:
    - 1 drop of 1
  - Lieutenants office:
    - 1 drop of 1
  - Chief's Secretary:
    - 1 drop of 2
  - Admin Hallway:
    - 1 drop of 1
  - Training room:
    - 1 drop of 1
  - Break room:
    - 1 drop of 1
  - O'Connell's office:
    - 1 drop of 2
  - O'Connell's office:
    - 1 drop of 1
  - Fitzsimmons office:
    - 1 drop of 1
  - Read Off area:
    - 3 drops of 1
  - Sisia's office:
    - 1 drop of 1
  - Shaw's office:
    - 1 drop of 1

- Lieutenants office near Shaw's office:
  - 1 drop of 1
- Second Floor Access Points:
  - 1 drop of 1 in main hallway
  - 1 drop of 1 in far hallway past admin
- (20) total CAT 6 drop locations will have low voltage brackets installed in the sheet rock walls.
  - All new CAT 6 Cables will be:
    - Terminated on CAT 6 keystone jacks.
    - Inserted into an appropriate faceplate that will be attached to a low voltage bracket.
    - Or inserted into a one port surface mount box (Access Points)
- All terminated data cables will be Certified and Labeled at both ends.
  - Cable Certification is completed using a Fluke Versiv DSX-5000.

### Cable Pathways and Cable Support System -

- Install J-hook cable support system where necessary along the pathways back to the MDF Data Rack.

### Materials Included

- CAT 6 UTP Riser Rated Cable (Berk-Tek, Superior Essex, CommScope or Mohawk)
- 1 - 12U Open Frame Standard Swing Gate Wall Rack (Chatsworth)
- 4 - 24-Port CAT 6 Patch Panels (Leviton)
- 73 - CAT 6 Keystone Jacks (Leviton)
- 36 - 1-Port Face Plates (Leviton)
- 7 - 2-Port Face Plates (Leviton)
- 3 - 6-Port Face Plates (Leviton)
- 5 - 1-Port surface Mount Boxes (Leviton)
- 26 - Electrical Deep Boxes
- 230ft - 1/2 inch EMT Conduit
- 30ft - 1 inch EMT Conduit
- Conduit Hardware
- J-Hook Cable Supports and Hardware.

### Pricing

Description	Rate	Qty	Line Total
CAT 6 Data Cabling (Labor & Material)	\$24,891.89	1	\$24,891.89
75 - CAT 6 UTP Plenum Cables and Cabinet Installation - Please see scope on estimate for more information			
Cable Pathways and Cable Support System (Labor & Material)	\$7,285.44	1	\$7,285.44
EMT Conduit, Fittings and Cable Supports - Please see scope on estimate for more information.			

Subtotal	32,177.33
Tax	0.00

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Proposal Total (USD)	\$32,177.33
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## Timeline

- Per Shuan Conley, project work will be completed only on Sundays, the least busy day.
  - Our work hours will be between 9 AM and 6 PM Sundays.
  - **Estimate is based on weekend daytime shift at a time and a half (1.5x) labor rate.**
- Estimate labor is contingent on unimpeded area access.
  - Please see additional information in the Notes section below.

## Notes

- Any delays not caused by BigDog Network Cabling LLC will be at an additional cost and billed in hourly increments @ \$420 per hour capped at 8 hours per day until work is resumed or rescheduled.
- All cable runs will be Certified and Labeled on both ends.
  - Certification is completed with a Fluke Versiv DSX-5000.
  - Results will be sent as a PDF document upon request.
- Any holes that are drilled will be fire-stopped where necessary.
- All our work is done to fire and building code specifications.
- All cabling will be supported with J-Hook cable supports or building infrastructure.

## Terms

We are fully insured and licensed for Low Voltage Communications Cabling.

**We require a 50% deposit before:**

- Any project material will be ordered.
- Any work will be scheduled.

Note: The above deposit requirement may be waived for existing customers.

Note: For equipment such as computers, routers, switches or cell boosters, FULL payment for these items is required to be paid with the deposit.

FINAL payment is due immediately from the issue date of the FINAL invoice.

For started and rescheduled projects with delays (over a (1) week) out of BigDog Network Cabling control:

- A 25% account balance payment will be due immediately after a (1) week project delay.
  - The remaining 25% account balance payment will be due 20 days from the start of any project delay.
    - The two above project delay payments will also apply in the event of any intermittent project delays.

Please pay all outstanding balances within 10 BUSINESS days to avoid a recurring monthly service charge of 1.5%.

- A recurring monthly (every 30 days) service charge of 1.5% will be assessed on your account balance if payment is not received within 15 (TOTAL) days of the invoice due date.

**If exempt from sales tax, please present your exempt organization certificate from the state.**

New Jersey (form ST-5).

New York (might be form AC 946)

Project Start date will be scheduled after receipt of the deposit amount.

One-week lead-time is usually required.

Our work is guaranteed for the life of the installation as long as it is not physically damaged or tampered with by other parties including end users. The estimate is valid for 30 days.

Thank you.

Stephen Robb

President

BigDog Network Cabling LLC

If Customer accepts these terms, please do ONE of the following:

1. Complete the e-Signature at the end of this quote.
2. Fill out the following fields and return to BigDog Network Cabling LLC by Email - [info@bigdognetworkcabling.com](mailto:info@bigdognetworkcabling.com) or Fax to 973-750-4324.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT, YOU ARE EMPLOYED BY

YOUR COMPANY \_\_\_\_\_ (Co Name)

AND ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT WITH BigDog Network Cabling LLC,  
AND YOU HAVE READ, UNDERSTOOD AND APPROVED THIS AGREEMENT AND YOUR COMPANY'S  
OBLIGATIONS DESCRIBED HEREIN.

Print Your Title: \_\_\_\_\_

Print Your Name: \_\_\_\_\_

Your Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Prepared For:**TOWN OF NEWBURGH  
1496 ROUTE 300  
NEWBURGH, NY 12550**Location:**NEWBURGH POLICE DEPT, TOWN OF  
300 GARDNERTOWN RD  
NEWBURGH, NY 12550

GIL PIAQUADIO

8455644552

Sales Person

JIM

**Proposed Service:**

PROVIDE, INSTALL AND TERMINATE 53 CABLE RUNS ON THE LOWER LEVEL AND 29 CABLE RUNS ON THE UPPER LEVEL. INSTALL WIRE MOLD AND SURFACE MOUNT BOXES FOR THE LOWER FLOOR RUNS. TERMINATE CAT6 CONNECTORS AT THE WORKSTATION END. PROVIDE AND INSTALL PATCH PANELS IN NEW WALL MOUNT RACK IN NETWORK ROOM. LABOR AND MATERIALS USED WILL BE BILLED.

## PLEASE NOTE:

A. QUOTE ASSUMES THERE IS CONDUIT AVAILABLE TO PROVIDE ACCESS BETWEEN THE POLICE DEPARTMENT AND THE AUXILIARY GENERATOR/RADIO BUILDING IN THE BACK LOT FOR THE 2 CAMERAS.

B. AN ADDITIONAL WALL MOUNT DATA RACK WITH LOCKING DOOR IS INCLUDED IN THE QUOTE TO FACILITATE TERMINATING THE NEW CABLES WHILE THE EXISTING CABLING IS STILL CONNECTED AND IN USE IN THE EXISTING RACK.

C. CABLES FOR THE CAMERA AND DOOR ACCESS CAN BE RUN AND TERMINATED AT THE PATCH PANEL BUT LEFT COILED FOR INSTALLATION WHEN THE EXISTING ANALOG CAMERAS ARE REMOVED.

D. REMOVAL OF EXISTING WIRING FROM JACK LOCATIONS BACK UP INTO THE CEILING AFTER THE NETWORK DEVICES ARE RELOCATED TO THE NEW CABLING WOULD BE DONE ON A TIME AND MATERIAL BASIS.

QTY	DESCRIPTION	TOTAL
12000	CAT6 PLENUM CABLE	\$6,480.00
2	ALLENTEL 48 PORT CAT 6 PATCH PANEL	\$696.24
82	AT66EZ-09	\$460.84
53	ALLEN TEL.JACK BOX	\$192.92
80	ALLENTEL 3 PORT IVORY	\$150.40
2	ALLEN TEL 6-PORT FACE PLATE	\$3.76
82	4SQ 1G 1/4D RING	\$460.84
1	WAL MOUNT DATA ENCLS. LOCKED	\$968.72
408	WIRE MOLD 7 FOOT	\$1,542.24
16	WIRE MOLD 8 FOOT 1.01 X .58	\$68.16
120	.ESTIMATED HOURS	\$21,600.00

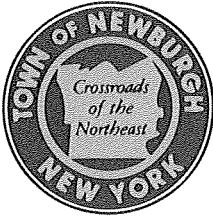
**Acceptance of Proposal** - The provided pricing, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined. As the authorized officer/agent, I understand I am financially responsible for payment of this contract. **50%** deposit is required upon receipt of signed proposal, **25%** upon delivery and **25%** upon receipt.

Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

<b>LABOR</b>	\$21,600.00
<b>SERVICE</b>	\$0.00
<b>MATERIALS</b>	\$11,024.12
<b>FREIGHT</b>	\$0.00
<b>MISC</b>	\$0.00
<b>SUB TOTAL</b>	<b>\$32,624.12</b>
<b>DISCOUNT</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>TOTAL</b>	<b>\$32,624.12</b>

All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the provided specifications will be executed only upon written change order and will result in extra charges over and above this estimate. All agreements contingent upon strikes, accident or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. This contract shall NOT be warranted by Superior Telephone if products or materials are subjected to improper use, tampering, negligence, accident, connection to direct current, theft, fire, flood, acts of God, public enemy, which have been lost or consumed by animals. **This proposal may be withdrawn by us if not accepted within 30 days**



#10A  
**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Jim Presutti, Commissioner

DATE: February 24, 2025

RE: Chadwick Lake Park Guard Variance Request

---

The Town policy requires a duty-free half hour lunch for those working six or more consecutive hours. At this time, I'm asking for a variance to this policy for the Chadwick Lake Park guards.

April begins the season for peak attendance at the Park as well as extended hours. To ensure the guard house is not unattended or the Park unsupervised we are requesting approval to waive the required duty-free lunch for the guards during the months of April, May, June, July, August and September.

Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner



#10B  
**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Lisa Ayers, Town Clerk

FROM: Jim Presutti, Commissioner

DATE: February 26, 2025

RE: 2025 Recreation Department Bus Trips

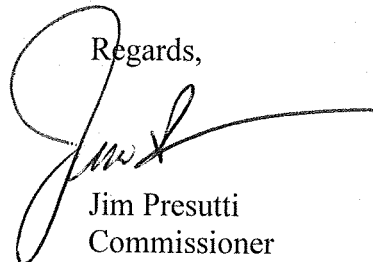
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Sealed bids for charter bus and school bus destinations for 2025 were opened on Monday, February 24<sup>th</sup>. Only one bid from Leprechaun Lines was received, attached are the bid summaries.

We would like to request the Town Board to select Leprechaun Lines for each of the destinations.

Thank you for your consideration.

Regards,



Jim Presutti  
Commissioner

## Bus Trips - Town of Newburgh Recreation - 2025

49 or 56 passenger Motor Coach with lavatory and DVD player

Item #	Date of Trip	Destination (All are round Trip)	Depart Trip	Approx. Return Time	# of Buses Needed	Price per 49 pass.	Price per 56 pass.
1	3/19/25	Li Greci's Staaten 697 Forest Ave., Staten Island, NY 10310	9:30am RC	5:30pm RC	1		
2	4/29/25	The Shore Club 700 State Hwy North 71 Spring Lake, NJ	9:30am RC	5:30pm RC	1		
3	5/3/25	Minskoff Theatre 200 West 45th St., New York, NY 10036	9:00am RC	7:00pm RC	1		
4	5/22/25	Riverview Inn 400 Shay Lane, Matamoras, PA 18336	10:00am RC	4:00pm RC	1		
5	8/28/2025 to be confirmed	Painted Pony Championship Rodeo 703 Howe Rd, Lake Luzerne, NY 12846	10:00am RC	6:00pm RC	1		
6	9/25/25	Kruckers 81 Call Hollow Rd., Pomona, NY 10970	9:00am RC	5:30pm RC	1		
7	10/9/25	Silver Birches 205 PA-507, Hawley, PA 18428 Stourbridge Train Line 812 Main St., Honesdale, PA 18431	10:00am RC	4:00pm RC	1		
8	11/25 tba	Culinary Institute of America 1946 Campus Dr. Hyde Park, NY 12538	10:00am RC	4:00pm RC	1		
9	12/2/25	Hunterdon Hills Playhouse 88 Rt. 173, Hampton, NJ 08827	9:30am RC	5:00pm RC	1		

## Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.

This list is subject to increase as special events, tickets and shows may come up during the course of the year.

CLP = Chadwick Lake Park (1702 Route 300 Newburgh)

RC = Recreation Center (311 Route 32 Town of Newburgh)

Desmond = Desmond Center (6 Albany Post Road)

Bus Company:

Address:

Contact person:

Phone #:

**Town of Newburgh Recreation -- Bus Schedule-Camp Chadwick 2025**

Page 2 of 2

**Pricing for School Buses (44 adult, 66 children)****All are Round Trips - From Chadwick Lake Park (1702 Route 300)**

Item #	Date	Destination	Depart Time	Approx. Return Time	# of Buses Needed	Cost Per Bus
1	7/1/25	Splashdown - Fishkill, NY	9:30am CLP	4:30pm CLP	5	
2	7/3/25	Tarsio Lanes - Newburgh, NY (times to be confirmed)	9:00am CLP	4:30pm CLP	5	
3	7/8/25	Medieval Times - Lyndhurst, NJ	9:00am CLP	4:00pm CLP	5	
4	7/10/25	Turtleback Zoo - West Orange, NJ	9:00am CLP	5:00pm CLP	5	
5	7/16/25	Mountain Creek - Vernon, NJ	9:00am CLP	6:00pm CLP	5	
6	7/22/25	Rockland Boulders - Clover Stadium Pomona, NY	9:00am CLP	3:00pm CLP	5	
7	7/24/25	Kruckers - Pomona, NY	9:00am CLP	4:30pm CLP	5	
8	7/30/25	Zoom Flume - East Durham, NY	8:30am CLP	6:00pm CLP	5	
9	8/1/25	Brownstone - Portland, CT	8:00am CLP	7:00pm CLP	1	
10	8/6/25	Lake Compounce - Bristol, CT	8:30am CLP	7:00pm CLP	5	
11	8/13/25	Camelback Beach - Tannersville, PA	8:30am CLP	7:00pm CLP	5	
12	8/20/25	Naismith Basketball Hall of Fame - Springfield, MA	9:00am CLP	6:30pm CLP	1	

Please note:

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.  
This list is subject to increase as special events, tickets and shows may come up during the course of the year.

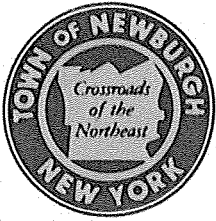
**CLP = Chadwick Lake Park (1700 Route 300 Newburgh)**

Bus Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#10C

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Eileen P Rose, HR Manager *EPR*

Date: March 6, 2025

Re: Part-time Clerk Position

---

Please see attached the recommendation from James Presutti, Commissioner, to fill the position of Part-time Clerk at the Desmond Center. Mr. Presutti is recommending Maribel Cruz as the new Part-Time Clerk. Once approved Ms. Cruz will need to complete paperwork, and go for her physical, drug/alcohol test, and fingerprints. A start date on or after March 31, 2025 is anticipated, with a salary of \$20.00 per hour. This is also pending Orange County Human Resources pre-approval.

Thank you in advance.



## TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: March 4, 2025

RE: Request to Hire P/T Clerk

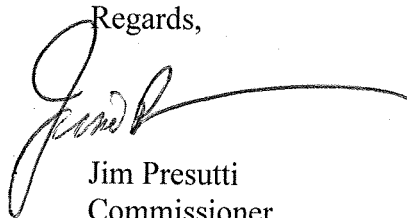
---

At this time we are requesting your approval to hire Maribel Cruz as a Part Time Clerk to fill the current opening at the Desmond Center. Ms. Cruz will be hired at the rate of \$20.00/hour.

This position is currently funded in the 2025 Recreation Department budget. The start date for this position will be on or after March 31<sup>st</sup>.

Thank you for your consideration.

Regards,



Jim Presutti  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: MARIBEL CRUZ

DEPARTMENT: RECREATION. (DESMOND)

TITLE OF POSITION: CLERK

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$20.00

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: 7520-5100

PROPOSED HIRE DATE: ON OR AFTER 3/31/25

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

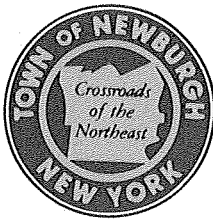
  
DEPARTMENT HEAD SIGNATURE

3/5/25  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
5-22-2017





#10D

**TOWN OF NEWBURGH RECREATION DEPARTMENT**  
311 ROUTE 32, NEWBURGH, NY 12550

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Jim Presutti, Commissioner

DATE: March 4, 2025

RE: 2025 T-Shirt Bid Approval

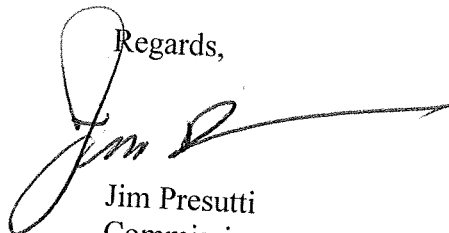
---

The Recreation Department has received quotes from three vendors for our 2025 t-shirt requirements.

At this time, I am requesting your approval to accept the quote from Mixture Inc. representing the lowest quoted price of \$4.75.

Thank you for your consideration.

Regards,



Jim Presutti  
Commissioner

2025  
TOWN OF NEWBURGH RECREATION DEPARTMENT  
T- SHIRTS QUOTES

NAME: Mixtune Inc

ADDRESS: 180 7 Rte 300

Newburgh NY 12550

CONTACT NAME: Chris Schinbach

TELEPHONE: 845-561-2857 ext 102

PRICE QUOTE 1 color front screen only	PRICE QUOTE 1 color front left chest only	PRICE QUOTE 1 color front left chest and back screen	PRICE QUOTE Screen Charge
\$4.75 per S-XL	\$4.75 per S-XL	\$5.99 per S-XL	N/C

**2025**  
**TOWN OF NEWBURGH RECREATION DEPARTMENT**  
**T- SHIRTS QUOTES**

NAME: Personalize It

ADDRESS: 227 S Plank Rd, Newburgh, NY 12550

CONTACT NAME: Mark Copans

TELEPHONE: (845) 566-0060

<b><u>PRICE QUOTE</u></b> 1 color front screen only	<b><u>PRICE QUOTE</u></b> 1 color front left chest only	<b><u>PRICE QUOTE</u></b> 1 color front left chest and back screen	<b><u>PRICE QUOTE</u></b> Screen Charge
5.29	5.29	6.89	0

Please Note: Pricing is for only sizes S-XL

2025  
TOWN OF NEWBURGH RECREATION DEPARTMENT  
T-SHIRTS QUOTES

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

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
\$ 5.79	\$ 5.79	\$ 6.29	N/A

XXL → \$ 2.00 Ea

XXXL → \$ 3.00 Ea

#11A




# 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:** March 3, 2025

**RE:** Bid for (2) Truck Body & Plow

I would like to be put on the agenda, to accept the bid for Tandem Truck Body & Plow from Anthor Welding for the cost of \$149,950.00.

Also, a single axel Truck body & Plow from Anthor Welding for the cost of \$143,351.00

The funds are available and will be taken from 5130.200 Machinery Equipment/Other Capital.

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

MH/ts  
CC: Ron Clum, Accounting

#113



# 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:** February 21, 2025

**RE:** Summer Material and Other Bids

I would like to be put on the agenda, to go out to bid for the Summer Materials including Guide Rails, Chip Spreader, Wheel Rubber Tire Roller, and Aluminum Box Culverts. Also the individual bids for the Cold Milling Machine, Tree Cutting. The dates will be worked out with the Town Clerk's Office.

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

MH/ch  
cc: Ron Clum, Accounting

March 10<sup>th</sup> Town Board Meeting

We received quotes from two (2) companies to lease radios for 60 months for all Town Departments except the Police Department.

	Monthly Lease	Monthly lease with GPS
NYCOMCO	\$ 4,460.00	\$ 6,180.00
Goosetown Communications	\$ 3,810.00	\$ 4670.00

I am recommending the 60-month lease be awarded to Goosetown Communications with GPS for \$ 4670.00

A handwritten signature, possibly reading "J. H.", enclosed within a large, loopy oval.

# NEW YORK COMMUNICATIONS COMPANY, INC.



53 WEST CEDAR STREET \* POUGHKEEPSIE, NY  
(845) - 471-5520, FAX (845) - 471-5593

WWW.NYCOMCO.COM

LEASE ORDER: 286419-00  
DATE: 1/15/25  
SALESREP: KELLY VARIANO  
LEASE #: 14700 -SLE-01  
EXPIRATION DATE:

Bill To: 14700  
NEWBURGH TOWN HALL TWN  
1496 ROUTE 300  
NEWBURGH NY 12550

Ship To:  
NEWBURGH TOWN HALL TWN - HIGHW  
1496 ROUTE 300  
NEWBURGH NY 12550

Phone: 845-564-5220

CUSTOMER CONTACTS: ANTHONY

PHONE: (845) 561-2177

QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL
86	UHF MOBILE	UHF MOBILE WITH SPEAKER MIC, ANTENNA , GPS CAPABILITY AND FULL NYCOMCO CUSTOM LEASE COVERAGE	40.00 /MO	3,440.00 /MO
12	UHF PORTABLE	UHF PORTABLE WITH ANTENNA, BATTERY, BELTCLIP, DESK CHARGER AND FULL NYCOMCO CUSTOM LEASE COVERAGE	40.00 /MO	480.00 /MO
8	UHF CONTROL STATION	UHF CONTROL STATIONS WITH POWER SUPPLY, DESK MIC AND FULL NYCOMCO CUSTOM LEASE COVERAGE	60.00 /MO	480.00 /MO
2	REMOTE HANDSETS		30.00 /MO	60.00 /MO
Comments:		NEW LEASE WOULD BE FOR A 60 MONTH TERM.		
			TOTAL:	4,460.00 /MO

All  
Re Furbished  
Except Accoexys

New  
Add  
For 1,720.00  
GPS  
TOTAL 6,180.00

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE/DATE \_\_\_\_\_



# QUOTE



NEW YORK COMMUNICATIONS COMPANY, INC.

53 WEST CEDAR STREET \* POUGHKEEPSIE, NY 12601  
(845) - 471-5520, FAX (845) - 471-5593

WWW.NYCOMCO.COM

Quote 286422 - 00  
Sales Reps. 33  
Date 1/15/25  
PO:  
Prices firm for 60 days.

**We are pleased to submit the following quote for your consideration.**

Sold to: 14700HD NEWBURGH TOWN HALL TWN - HIGHW

Bill to: 14700

Ship to: 14700HD

NEWBURGH TOWN HALL TWN  
1496 ROUTE 300

NEWBURGH NY 12550  
845 564-5220

NEWBURGH TOWN HALL-HWY  
90 GARDINERTOWN ROAD

NEWBURGH NY 12550  
845 564-5220

Contact: ANTHONY

Contact Phone: (845) 561-2177

Seq#	Qty	Item number	Unit Price	U/M	Extension
Item Description					
1		MONTHLY GPS BILLING			
2	86.00	XPR5550E MOBILES	20.0000		1,720.00
		XPR5550E GPS MOBILES			
-----					
COMMENTS:					
Subtotal . .					1,720.00
Freight . .					.00
Total Amount					1,720.00
Signature/Delivery: _____ Date: _____					
Please Print Name: _____					

*GPS*





58 North Harrison Ave • Congers, NY 10920  
(888) 466-7386 • FAX (845) 268-5345

## Contract Header

### Town of Newburgh-OneVoice Rental Agreement-HWY

This Rental agreement is entered into by Goosetown Enterprises, Inc (Renter) a New York Corporation having its principal office at 58 N. Harrison Ave Congers, NY 10920 and **Town of Newburgh** (Renter) a NY Business or Agency having its principal office at **1496 Route 300 , Newburgh, NY 12550**. The agreement is for the following equipment and services as set forth below.

### Recurring Service

Description	Recurring	Qty	Ext. Recurring
Rental-TrboV- <b>XPR5550 Base Station including digital repeater service.</b> Refrb-XPR5550 -B  XPR5550 Base Station including digital repeater service.	\$40.00	8	\$320.00
Rental-OVMax- <b>Rental of Desktop Tone Remote</b> Remote  Rental of Desktop Tone Remote	\$30.00	2	\$60.00
Rental-TrboV- <b>Refurb XPR5550 Mobile including digital repeater service.</b> Referb- XPR5550-M  Refurb XPR5550 Mobile including digital repeater service.	\$35.00	86	\$3,010.00
Rental-TrboV- <b>Rental - Enhanced GPS</b> GPS-Enhanced  Rental - Enhanced GPS	\$10.00	86	\$860.00
Rental-TrboV- <b>Referb XPR7550 Portable including digital repeater service.</b> Referb- XPR7550-P  Referb XPR7550 Portable including digital repeater service.	\$35.00	12	\$420.00

with GPS Monthly Subtotal: **\$4,670.00**

## Terms and Conditions

without GPS **3,810.**

**RATE AND DURATION** The rental rate are as described in the Rate and Duration table. Total payments are as described in the Summary of Payments table, however either party may terminate this agreement by providing a 30 days written notice of cancellation

**INSTALLATION:** Renter will furnish the equipment within 120 days from the execution of this agreement but will not be liable for delays in delivery due to causes beyond its reasonable control. This includes acts of God, acts of the Renter, war, fire, strikes, and supplier transportation delays.

\_\_\_\_\_ Initial

\_\_\_\_\_ Initial



We have prepared a quote for you

**Town of Newburgh-OneVoice Rental Agreement-HWY**

Quote # 012330 v1

Prepared for:

**Town of Newburgh**

Paul Ruggiero  
mrtint61@aol.com

Prepared by:

**Goosetown Communications - Congers**

Dave De Jong  
ddejong@goosetown.com



58 North Harrison Ave • Congers, NY 10920  
(888) 466-7386 • FAX (845) 268-5345

## Contract Header

### Town of Newburgh-OneVoice Rental Agreement-HWY

This Rental agreement is entered into by Goosetown Enterprises, Inc (Rantor) a New York Corporation having its principal office at 58 N. Harrison Ave Congers, NY 10920 and **Town of Newburgh** (Renter) a NY Business or Agency having its principal office at **1496 Route 300 , Newburgh, NY 12550**. The agreement is for the following equipment and services as set forth below.

### Recurring Service

Description	Recurring	Qty	Ext. Recurring
Rental-OVMax- <b>NX3820 Base including digital repeater service.</b> NX3820-B NX3820 Base including digital repeater service.	\$55.00	8	\$440.00
Rental-OVMax- <b>Rental of Desktop Tone Remote</b> Remote Rental of Desktop Tone Remote	\$30.00	2	\$60.00
Rental-OVMax- <b>NX3820 Mobile including digital repeater service.</b> NX3820-M NX3820 Mobile including digital repeater service.	\$48.00	86	\$4,128.00
Rental-OVMax- <b>NX3300 Portable including digital repeater service.</b> NX3300-P NX3300 Portable including digital repeater service.	\$45.00	12	\$540.00
Rental-OVMax- <b>OneVoice Max Enhanced GPS</b> GPS-Enhanced OneVoice Max Enhanced GPS	\$10.00	86	\$860.00
Monthly Subtotal:			<b>\$6,028.00</b>

## Terms and Conditions

**RATE AND DURATION** The rental rate are as described in the Rate and Duration table. Total payments are as described in the Summary of Payments table, however either party may terminate this agreement by providing a 30 days written notice of cancellation

\_\_\_\_\_ Initial

**INSTALLATION:** Rantor will furnish the equipment within 120 days from the execution of this agreement but will not be liable for delays in delivery due to causes beyond its reasonable control. This includes acts of God, acts of the Renter, war, fire, strikes, and supplier transportation delays.

\_\_\_\_\_ Initial

**INVOICING:** Once furnished, Rantor will bill in advance, on the first of each period, for the term of this agreement. All payments are due whether or not the rented equipment is in use by the Renter.

\_\_\_\_\_ Initial



58 North Harrison Ave • Congers, NY 10920  
(888) 466-7386 • FAX (845) 268-5345

## Terms and Conditions

---

**TERMS:** Payment is due within 21 days of invoice date. If a payment is not received for a period of sixty (60) days or more from the due date, Renter shall be considered in default of this rental agreement. Renter will provide written notice of such default and may take possession of all rented equipment without further notice.

\_\_\_\_\_ Initial

**OWNERSHIP:** All rented equipment shall at all times remain the property of the Renter. Renter further agrees to and understands that the network this equipment is operating on is property of the Renter or its affiliates. No unauthorized use of the network is permitted under this agreement. This includes outside parties programming radios and/or modifying units to operate on any external PTT sources including but not limited to broadband PTT applications not authorized by the Renter.

\_\_\_\_\_ Initial

**INSURANCE:** Renter agrees to insure against all loss and theft of rented equipment. The replacement value is \$700 per radio.

\_\_\_\_\_ Initial

**EARLY TERMINATION:** Either party may terminate this Agreement at any time, for any reason, upon 30 days written notice to the other party. Verbal notice from the Renter will be accepted if confirmed in writing by Renter. In the event the Renter wishes to cancel the rental within the 24 months, all equipment must be returned to Renter at the Renter's expense. Any equipment not returned will be the Renter's responsibility to replace at the current published rate in effect and current retail price per accessory. It is further agreed that Renter and its designee shall be the only parties authorized to remove the rented equipment.

\_\_\_\_\_ Initial

**SERVICE AREA:** Renter acknowledges that one hundred percent (100%) coverage of any area at all times is not probable. Experience with actual field conditions and from tests made indicate adverse propagation conditions such as short-term meteorological effects and interference from distant stations can interrupt service at times. Renter acknowledges that tests were made prior to selecting the system and that coverage meets expectations.

\_\_\_\_\_ Initial

**INTERRUPTION OF SERVICE:** Renter, its affiliates, or agents shall assume no liability under this agreement for failure to provide, or delay in providing service, due directly or indirectly to causes beyond the reasonable control of Renter including but not limited to, acts of God, acts of governmental entities, acts of Renter, war, fire, flooding, strikes, unusually severe weather, delays in transportation or public enemy strikes.

\_\_\_\_\_ Initial

**ENHANCED MAINTENANCE:** Unless otherwise stated, Enhanced Maintenance (EM) is provided with this agreement. The Renter will be provided with a maintenance contract that includes routine radio repair as well as, removals, installations, and spare equipment when available. The only items not covered are loss, theft or intentional abuse of a radio.

\_\_\_\_\_ Initial

**FAILURE TO PAY:** If Renter fails to pay any amount or other amount herein provided or fails to observe, keep or perform any other provision of this rental agreement required to be observed, kept or performed by Renter or abandons the equipment or is served with process in an action or proceeding in bankruptcy receivership or insolvency: or enters into any arrangement or composition with its creditors: or judgment is obtained against Renter, then in any such event the Renter and its authorized agents are expressly authorized to enter upon Renters's premises and remove said equipment without liability for damage caused by said entry and without prejudice to Renter's rights to receive rental amounts here under and to Renter's remedies upon breach provided herein by law.

\_\_\_\_\_ Initial

**REVISIONS/ADDITIONS/RATES:** Units may be added or subtracted during the term of this agreement so long as such requests are made in writing by the Renter. Changes will be made to the monthly invoice accordingly and will represent the modification of



58 North Harrison Ave • Congers, NY 10920  
(888) 466-7386 • FAX (845) 268-5345

## Terms and Conditions

---

this initial agreement.

\_\_\_\_\_ Initial

**END OF RENTAL:** All equipment at end of term must be returned to the Renter. Any equipment or accessory not returned will be the Renters's responsibility to replace at the current published rate in effect and current retail price per accessory. It is further agreed that Renter and its designee shall be the only parties authorized to remove the rented equipment.

\_\_\_\_\_ Initial

**PURCHASE OPTIONS & INSURANCE:** It is agreed to and understood that there is no purchase option associated with this rental agreement. All equipment listed in this agreement shall at all times be the property of Renter. At the request of the Renter, Renter shall provide proof of insurance and/or list Renter as loss payee for the portable and mobile equipment associated with this rental.

\_\_\_\_\_ Initial

**ENTIRE AGREEMENT:** This document represents the entire understanding of the parties and supersedes all oral discussions and agreements. The laws of the State of New York, County of Rockland, shall govern this document.

\_\_\_\_\_ Initial



58 North Harrison Ave • Congers, NY 10920  
(888) 466-7386 • FAX (845) 268-5345

## Town of Newburgh-OneVoice Rental Agreement-HWY

Prepared by:

**Goosetown Communications -  
Congers**

Dave DeJong  
845-268-7500 x136  
FAX (845) 268-5345  
ddejong@goosetown.com

Prepared for:

**Town of Newburgh**

1496 Route 300  
Newburgh, NY 12550  
Paul Ruggiero  
(845) 863-4095  
mrtint61@aol.com

Bill To:

**Town of Newburgh**

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

---

**Quote Number: 012330 • Version: 1 • Quote Date: 02/17/2025 • Expiration Date: 03/31/2025**

### Monthly Expenses Summary

Description	Amount
Recurring Service	\$6,028.00
<b>Monthly Total:</b>	
	<b>\$6,028.00</b>

### Rate and Duration

Description	Payments	Interval	Amount
Payment Terms - 5 Year			
<b>5 Year Monthly</b>	<b>60</b>	<b>Monthly</b>	<b>\$6,028.00</b>





58 North Harrison Ave • Congers, NY 10920  
(888) 466-7386 • FAX (845) 268-5345

## Summary of Selected Payment Options

Description	Amount
<b>Payment Terms - 5 Year: 5 Year Monthly</b>	
Selected Recurring Payment	\$6,028.00
<b>Total of Recurring Payments</b>	<b>\$361,680.00</b>

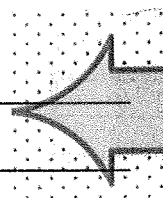
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Goosetown Communications - Congers

Signature: \_\_\_\_\_  
Name: David Gottlieb  
Title: Executive Vice President  
Date: \_\_\_\_\_

### Town of Newburgh

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# NEXEDGE® NX-3720HG/3820HG

## VHF/UHF MULTI-PROTOCOL DIGITAL & ANALOG MOBILE RADIOS

This adaptable mobile radio supports both NXDN® and DMR digital protocols as well as mixed digital/FM analog operation, enabling it to serve with distinction in a wide range of enterprise and operation-critical applications. Designed with flexibility in mind, it's packed with convenient features like Bluetooth® for hands-free operation and built-in GPS. This model offers greater freedom of installation, the radio's front panel can be used as a remote control head (this requires an optional upgrade, to be available in the future). Additionally, for expansion capability a software license certification system facilitates extensive customization.

### FEATURES

- Multi-protocol digital radio: Designed to operate under NXDN® or DMR digital, and FM analog protocols
- NXDN Conventional and Type-C & Gen2 Trunking
- DMR Tier II & Site Roaming
- Mixed Digital & FM Analog Operation allows gradual migration at your own pace
- 4-Line Basic Frame (2-Line Main/Sub-LCD, icon & key guide) / 14 Characters
- 4-Line Text Message Frame (2 Lines of Text, icon & key guide)
- 7-color LED indicator
- External and Internal Speaker Switching
- Built-In GPS Receiver for effective fleet management
- Built-in Bluetooth® for hands-free operation - Applicable Bluetooth profiles: HSP (Headset Profile provided) and SPP (Serial Port Profile available as an option; availability depends on the model)
- Renowned KENWOOD Audio Quality with Active Noise Reduction (ANR) that utilizes built-in DSP

- IP54 and MIL-STD-810 C/D/E/F/G
- 4 Watts Audio Output Power
- 512 CH/128 Zones
- 1000 Channel option
- Paging Call
- Emergency Call
- Status/Text Message
- Remote Stun/Kill/Check

### DIGITAL – NXDN® MODE

- NXDN Type-C & Gen2 Trunked
- NXDN Conventional
- 6.25 & 12.5 kHz Channels
- All Group Call
- Over-the-Air Alias (OAA)
- Over-the-Air Programming (OTAP)

### DIGITAL – DMR MODE

- Complies with ETSI DMR Tier II standards
- Software DES and AES Encryptions for NXDN Conventional/Trunking and DMR Conventional protocols
- 12.5 kHz Two-slot TDMA channels
- Call Interruption
- Dual-slot Direct Mode
- Optional ARC4 Encryption

### ANALOG – FM MODE

- Conventional & LTR Trunking
- FleetSync/II: PTT ID, ANI / Caller ID Display, Selective Group Call, Emergency Status / Text Messages
- MDC-1200: PTT ID, ANI / Caller ID Display, Emergency, Radio Check / Inhibit
- QT / DQT, 2-Tone
- Built-in Voice Inversion Scrambler



### Multi-Protocol

Unsurpassed interoperability for Public Safety and Enterprise radio users with the freedom to migrate at your own pace.



### Gen2

Scalable server-based system architecture for management of NEXEDGE wide area digital communications systems.



### Klarity

The ultimate level of sound clarity technology combining Optimization, advanced Sound Analysis and Active Noise Reduction.

■ KMC-9C/59C  
Desktop Microphone



■ KES-5  
External Speaker  
(40 W max input,  
requires KAP-2)



■ KCT-60  
Connection Cable  
(D-sub 15 to Molex  
15 Pin Connector)



■ KPS-15  
DC Power Supply  
(23A max)



■ KMC-35  
Microphone



■ KCT-18  
Ignition Sense Cable  
(Requires KCT-60)



■ KLF-2  
Line Filter



■ KMB-34  
Mounting Case  
for KPS-15



■ KMC-36  
Keypad Microphone



■ KMB-10  
Key Lock Adapter



■ KPG-180AP  
OTAP Manager

■ KES-3S  
External Speaker  
(compact low profile;  
3.5 mm plug)



■ KCT-23  
DC Power Cable  
M: 10ft (3m) / M3: 23ft (7m)



■ KRA-40G  
GPS Active Antenna



All accessories may not be available in all markets.  
Contact an authorized Kenwood dealer for details and complete list of all accessories.

## Specifications

	NX-3720HG	NX-3820HG		NX-3720HG	NX-3820HG
<b>GENERAL</b>			<b>RECEIVER</b>		
Frequency Range	136-174 MHz	Type 1 450-520 MHz Type 2 400-470 MHz	Sensitivity		
Max. Channels Per Radio	Up to 1,000 CH with option		NXDN* 6.25 kHz Digital (3% BER)		0.20 µV
Number of Channels	512		NXDN* 12.5 kHz Digital (3% BER)		0.25 µV
Number of Zones	128		DMR 12.5 kHz Digital (5% BER)		0.30 µV
Channel Spacing			DMR 12.5 kHz Digital (1% BER)		0.45 µV
Analog	12.5/15//20/25*/30* kHz	12.5/25* kHz	Analog (12dB SINAD)		0.25 µV
Digital	6.25/12.5 kHz	6.25/12.5 kHz	Selectivity		
Power Supply	13.6 V DC ±15%		Analog @ 12.5 kHz		70 dB
Current Drain			Analog @ 25 kHz		80 dB
Standby		0.45 A	Intermodulation		70 dB
RX		2.3 A	Audio Distortion		2%
TX		12 A	Audio Output Power		4 W/4 Ω
Operating Temperature	-22°F to +140°F (-30°C to +60°C)		<b>TRANSMITTER</b>		
Frequency Stability	±1.0 ppm		RF Power Output (High / Mid / Low)	50 W / 30 W / 5 W	45 W / 30 W / 5 W
Antenna Impedance	50 Ω		Spurious Emission	73 dB	75 dB
Dimensions	(W x H x D) Projections Not Included		FM Hum & Noise		
Radio w/Control Head	6.30 x 1.69 x 6.30 in (160 x 43 x 160 mm)		Analog @ 12.5 kHz		45 dB
Weight (net)	2.65 lbs (1.2 kg)		Analog @ 25 kHz		40 dB
Radio w/Control Head			Audio Distortion		2%
FCC ID			Digital Protocol	ETSI TS 102 361-1, -2, -3	
Type 1	K44479200	K44479300	Emission Designator	16K0F3E, 11K0F3E, 8K30F1E, 8K30F1D, 8K30F7W, 7K60FXD, 7K60FXE, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D	
Type 2	-	K44479301			
IC Certification					
Type 1	282F-479200	-			
Type 2	-	282F-479301			

\*12.5 and 30 kHz are not included in the models sold in the USA or US territories.  
Analog measurements made per TIA603. Specifications are measured according to applicable standards.  
Specifications shown are typical and subject to change without notice, due to advancements in technology.

The Bluetooth word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc.  
NXDN\* is a registered trademark of JVCKENWOOD Corporation and Icom Inc.  
NEXEDGE\* & FleetSync\* are a registered trademarks of JVCKENWOOD Corporation.  
All other trademarks are the property of their respective holders.

## MIL-STD & IP

MIL Standard	MIL 810C Methods/Procedures	MIL 810D Methods/Procedures	MIL 810E Methods/Procedures	MIL 810F Methods/Procedures	MIL 810G Methods/Procedures
Low Pressure	500.1/Procedure I	500.2/Procedure I, II	500.3/Procedure I, II	500.4/Procedure I, II	500.5/Procedure I, II
High Temperature	501.1/Procedure I, II	501.2/Procedure I, II	501.3/Procedure I, II	501.4/Procedure I, II	501.5/Procedure I, II
Low Temperature	502.1/Procedure I	502.2/Procedure I, II	502.3/Procedure I, II	502.4/Procedure I, II	502.5/Procedure I, II
Temperature Shock	503.1/Procedure I	503.2/Procedure I	503.3/Procedure I	503.4/Procedure I, II	503.5/Procedure I
Solar Radiation	505.1/Procedure I	505.2/Procedure I	505.3/Procedure I	505.4/Procedure I	505.5/Procedure I
Rain	506.1/Procedure I, II	506.2/Procedure I, II	506.3/Procedure I, II	506.4/Procedure I, III	506.5/Procedure I, III
Humidity	507.1/Procedure I, II	507.2/Procedure II, III	507.3/Procedure II, III	507.4	507.5/Procedure II
Salt Fog	509.1/Procedure I	509.2/Procedure I	509.3/Procedure I	509.4	509.5
Dust	510.1/Procedure I	510.2/Procedure I	510.3/Procedure I	510.4/Procedure I, III	510.5/Procedure I
Vibration	514.2/Procedure VIII, X	514.3/Procedure I	514.4/Procedure I	514.5/Procedure I	514.6/Procedure I
Shock	516.2/Procedure I, II, V	516.3/Procedure I, IV, V	516.4/Procedure I, IV, V	516.5/Procedure I, IV, V	516.6/Procedure I, IV, V
<b>International Protection Standard</b>					
Dust & Water*	IP54 (Radio unit)				

\*Microphone KMC-35 or KMC-36 must be connected to the radio, and all accessory connectors must be covered.

## KENWOOD

JVCKENWOOD USA Corporation  
Communications Sector Headquarters  
3970 Johns Creek Court, Suite 100, Suwanee, GA 30024-1265

Order Administration/Distribution  
P.O. BOX 22745, 2201 East Dominguez St., Long Beach, CA 90801-5745  
[www.kenwood.com/usa](http://www.kenwood.com/usa)

JVCKENWOOD Canada Inc.  
Canadian Headquarters and Distribution  
6070 Kestrel Road, Mississauga, Ontario, Canada L5T 1S8  
[www.kenwood.com/ca](http://www.kenwood.com/ca)



ISO9001 Registered  
JVCKENWOOD Corporation

4NS#37617 Printed in USA

# KENWOOD

## NEXEDGE®

One Radio with Multi-Protocol Support

### NX-3200/3300

VHF/UHF DIGITAL TRANSCEIVERS  
(Featuring universal audio connector)

**NXDN™** **DMR**



**FleetSync®**

**GPS**

**Bluetooth®**

This versatile handheld radio supports both NXDN and DMR digital protocols as well as mixed digital & FM analog operation, enabling it to serve with distinction in a wide range of enterprise- and operation-critical applications. Compact yet designed with durability in mind, it's packed with convenient features like Bluetooth® for hands-free operation and built-in GPS. Three different models with 14-pin Universal connector are available: Full Keypad model with LCD, Standard Keypad model with LCD and a large 4-way D-pad, and the Basic Model without LCD or keypad. Additionally, for expansion capability a software license certification system facilitates extensive customization.

#### ● PRODUCT HIGHLIGHTS

- Multi-protocol digital radio: Designed to operate under an NXDN or DMR digital, and FM analog protocols
- NXDN Conventional and Type-C & Gen2 Trunking
- DMR Tier II & Site Roaming
- Mixed Digital & FM Analog Operation allows gradual migration at your own pace
- 4-Line Basic Frame (2-Line Main/Sub-LCD, icon & key guide) / 14 Characters
- 5-Line Text Message Frame (3 Lines of Text, icon & key guide)\*
- 7-color Light Bar Indicator on the top panel
- 4-way Directional-pad (D-pad) for intuitive control and operation
- Built-in GPS Receiver/Antenna for effective fleet management
- Built-in Bluetooth for hands-free operation – Applicable Bluetooth profiles: HSP (Headset Profile provided) and SPP (Serial Port Profile available as an option)
- Renowned KENWOOD Audio Quality can be achieved with Active Noise Reduction (ANR) that utilizes built-in DSP
- Optional DES and AES Encryption Software for NXDN Conventional/Trunking and DMR Conventional protocols
- Built-in Motion Sensor (Man-down, Stationary and Motion Detection)
- IP54/55/67 and MIL-STD-810 C/D/E/F/G
- 14-pin Universal Connector offers reliable connectivity even in harsh environment with a wide-range of accessories.

#### ● GENERAL FEATURES

- 1 Watt Audio Output Power
- UHF: 120 MHz capability
- Available models: Full Keypad (w/ LCD and full keypad), Standard Keypad (w/ LCD and 4-way large D-pad/4 key), and Basic (w/o LCD and keypad)
- 512 CH/128 Zones (64 CH/4 Zones for Basic model)
- Maximum of 1,000 CH/Radio with option
- Intrinsically Safe Option (Available later)
- Paging Call
- Emergency Call
- Status/Text Message
- Remote Stun/Kill/Check

#### ● DIGITAL - NXDN MODE

- NXDN Type-C & Gen2 Trunked
- NXDN Conventional
- 6.25 & 12.5 kHz Channels
- All Group Call
- Over-the-Air Alias (OAA)
- Over-the-Air Programming (OTAP)

#### ● DIGITAL - DMR MODE

- DMR Tier III Trunking
- DMR Tier II Conventional
- DMR Auto Slot Select
- Site Roaming
- 12.5 kHz Two-slot TDMA channels
- Call Interruption
- Dual-slot Direct Mode
- Enhanced Encryption
- Energy Efficient

#### ● ANALOG - FM MODE

- Conventional & LTR Trunking
- FleetSync/II: PTT ID ANI / Caller ID Display, Selective Group Call, Emergency Status / Text Messages
- MDC-1200: PTT ID ANI / Caller ID Display, Emergency, Radio Check / Inhibit
- QT / DQT, 2-Tone
- Built-in Voice Inversion Scrambler



Full Keypad Model

Standard Keypad Model

Basic Model

\*The number of lines may vary depending on the display language (character set).

## OPTIONAL ACCESSORIES

- **KNB-55L/57L/78L**  
Li-Ion BATTERY PACK  
(7.4 V/1480 mAh, 7.4 V/2000 mAh,  
7.4 V/2860 mAh)



- **KNB-56N**  
Ni-MH BATTERY PACK  
(7.2 V/1400 mAh)

- **KNB-79LC**  
Li-Ion BATTERY PACK  
(7.4 V/2860 mAh, Intrinsically Safe)

- **KBP-5**  
BATTERY CASE (6AA)

- **KSC-25LS/25S**  
RAPID CHARGER  
(Li-Ion Only/Tri-Chem)



- **KSC-526**  
6-UNIT CHARGER BASE  
(Req. KSC-52P)



- **KSC-52PC**  
CHARGING POCKET



- **KVC-23**  
VEHICULAR  
CHARGER

- **KRA-22/23**  
VHF/UHF HELICAL  
ANTENNA  
(Low Profile)



- **KRA-26**  
VHF HELICAL ANTENNA  
(Standard Length)

- **KRA-27**  
UHF WHIP ANTENNA  
(Standard Length)

- **KRA-41/42**  
VHF/UHF STUBBY  
ANTENNA



- **KRA-25/28**  
HIGH GAIN (Whip) BROADBAND VHF (Whip)

- **KEP-1/2**  
EARPHONE (3.5 mm/2.5 mm)

- **KMC-70**  
SPEAKER  
MICROPHONE (IP68)  
(3-button, DSP Active Noise  
Reduction; Green Housing  
[GR]  
version is also available)



- **KMC-72**  
SPEAKER MICROPHONE (IP67)  
(2-button, Built-in noise canceler)

- **KEP-2**  
EARPHONE KIT (2.5 mm) FOR KMC-41D  
or KMC-54WD SPEAKER MICROPHONE

- **KBH-11**  
BELT CLIP (2.5")



- **KPG-180AP**  
OTAP MANAGER

- **KLH-207**  
NYLON CASE

- **KLH-206**  
LEATHER CASE

- Add KLH-11, 12, 14, 15

All accessories and options may not be available in all markets.  
Contact an authorized KENWOOD dealer for details and complete list of all accessories and options.

## SPECIFICATIONS

GENERAL		NX-3200	NX-3300
Frequency Range		136-174 MHz	400-520 MHz
Max. Channels per Radio		Up to 1000 channels with option	
Number of Channels		512 (64 for no LCD models)	
Number of Zones		128 (4 for no LCD models)	
Channel Spacing	Analog	12.5 / 15 / 20 / 25** / 30** kHz	12.5 / 25** kHz
	Digital	6.25 / 12.5 kHz	6.25 / 12.5 kHz
Power Supply		7.5 V DC $\pm 20\%$	
Battery Life*2 (Average battery life at 5-5-90)		FDMA Conv. / Trunk.	TDMA Conv. / Trunk.
	KNB-55L (1480 mAh)	8.5 / 6.5 h	12.5 / 9.0 h
	KNB-56N (1400 mAh)	7.5 / 6.0 h	11.0 / 8.0 h
	KNB-57L (2000 mAh)	12.0 / 9.5 h	17.5 / 13.0 h
	KNB-78L (2860 mAh)	17.5 / 13.5 h	25.0 / 18.5 h
	KNB-79LC (2860 mAh)*3	15.0 / 11.5 h	21.5 / 16.0 h
Operating Temperature*4		-22°F to +140°F (-30°C to +60°C)	
Frequency Stability (-30°C to +60°C; +25°C Ref.)		$\pm 0.5$ ppm	
Frequency Stability		$\pm 2.0$ ppm	$\pm 1.0$ ppm
Dimensions*5 (W x H x D) *Projections not included	Radio only	2.20 x 4.71 x 1.43 in (56 x 119.6 x 36.4 mm)	
	With KNB-55L	2.20 x 4.71 x 1.43 in (56 x 119.6 x 36.4 mm)	
	With KNB-56N	2.20 x 4.71 x 1.68 in (56 x 119.6 x 42.7 mm)	
	With KNB-57L	2.20 x 4.71 x 1.53 in (56 x 119.6 x 39 mm)	
	With KNB-78L/79LC	2.20 x 4.71 x 1.77 in (56 x 119.6 x 44.9 mm)	
Weight (net)*6	Radio only	7.8 oz (220 g)	
	With KNB-55L	11.1 oz (315 g)	
	With KNB-56N	14.5 oz (410 g)	
	With KNB-57L	12.0 oz (340 g)	
	With KNB-78L	13.6 oz (385 g)	
	With KNB-79LC	13.9 oz (395 g)	
FCC ID		K44479000	K44479100
IC Certification		282F-479000	282F-479100

RECEIVER		NX-3200	NX-3300
Sensitivity	NXDN 6.25 kHz Digital, 3 % BER	0.20 $\mu$ V	
	NXDN 12.5 kHz Digital, 3 % BER	0.25 $\mu$ V	
	DMR 12.5 kHz Digital, 5 % BER	0.25 $\mu$ V	
	DMR 12.5 kHz Digital, 1 % BER	0.45 $\mu$ V	
	Analog, 12 dB SINAD	0.25 $\mu$ V	
Selectivity	Analog @ 12.5 kHz	65 dB	
	Analog @ 25 kHz	72 dB	
Intermodulation		70 dB	
Spurious Rejection		70 dB	
Audio Distortion		3 %	
Audio Output (Internal Speaker)	3 % Distortion	500 mW	
	5 % Distortion	1000 mW	
TRANSMITTER		NX-3200	NX-3300
RF Power Output (High / Mid / Low)		5 W / 4 W / 1 W	
Spurious Emission		-70 dB	
FM Hum & Noise	Analog @ 25 kHz	45 dB	
	Analog @ 12.5 kHz	40 dB	
Audio Distortion		3 %	
Digital Protocol		ETSI TS 102 361-1, -2, -3	
Emission Designator		16K0F3E*1, 11K0F3E, 8K30F1E, 8K30F1D, 8K30F7W, 7K60FXD, 7K60FXE, 4K00F1E, 4K00F1D, 4K00F7W, 4K00F2D	

\*1 25 and 30 kHz are not included in the models sold in the USA or US territories.

\*2 Battery Life is measured with factory default setting, GPS/Bluetooth OFF.

\*3 Typical value under the condition charged with KSC-25S/25LS.

\*4 Operating temperature specification for a Li-Ion battery is 14°F to +140°F (-10°C to +60°C).

\*5 Dimensions for Full Keypad/Std Keypad Models

\*6 Weight for Full Keypad Model

Analog measurements made per TIA603. Specifications are measured according to applicable standards.  
Specifications shown are typical and subject to change without notice, due to advancements in technology.

## APPLICABLE MIL-STD & IP\*7

MIL Standards	Methods / Procedures				
	810C	810D	810E	810F	810G
Low Pressure	500.1/I	500.2/I, II	500.3/I, II	500.4/I, II	500.5/I, II
High Temperature	501.1/I, II	501.2/I, II	501.3/I, II	501.4/I, II	501.5/I, II
Low Temperature	502.1/I	502.2/I, II	502.3/I, II	502.4/I, II	502.5/I, II
Temp. Shock	503.1/I	503.2/I	503.3/I	503.4/I, II	503.5/I
Solar Radiation	505.1/I	505.2/I	505.3/I	505.4/I	505.5/I
Rain	506.1/I, II	506.2/I, II	506.3/I, II	506.4/I, III	506.5/I, III
Humidity	507.1/I, II	507.2/II, III	507.3/II, III	507.4	507.5/II
Salt Fog	509.1/I	509.2/I	509.3/I	509.4	509.5
Dust	510.1/I	510.2/I	510.3/I	510.4/I, III	510.5/I
Vibration	514.2/III, X	514.3/I	514.4/I	514.5/I	514.6/I
Shock	516.2/I, II, V	516.3/I, IV	516.4/I, IV	516.5/I, IV	516.6/I, IV
International Protection Standards		IP54, IP55, IP67			
Dust & Water					

\*7 All interfaces must be fully sealed with appropriate covers or by designated genuine accessories.

• The Bluetooth word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc. • NXDN™ is a trademark of JVCKENWOOD Corporation and Icom Inc. • NEXEDGE® is a registered trademark of JVCKENWOOD Corporation.  
• FleetSync® is a registered trademark of JVCKENWOOD Corporation. • All other trademarks are the property of their respective holders.

KENWOOD Communications  
Global Website



comms.kenwood.com

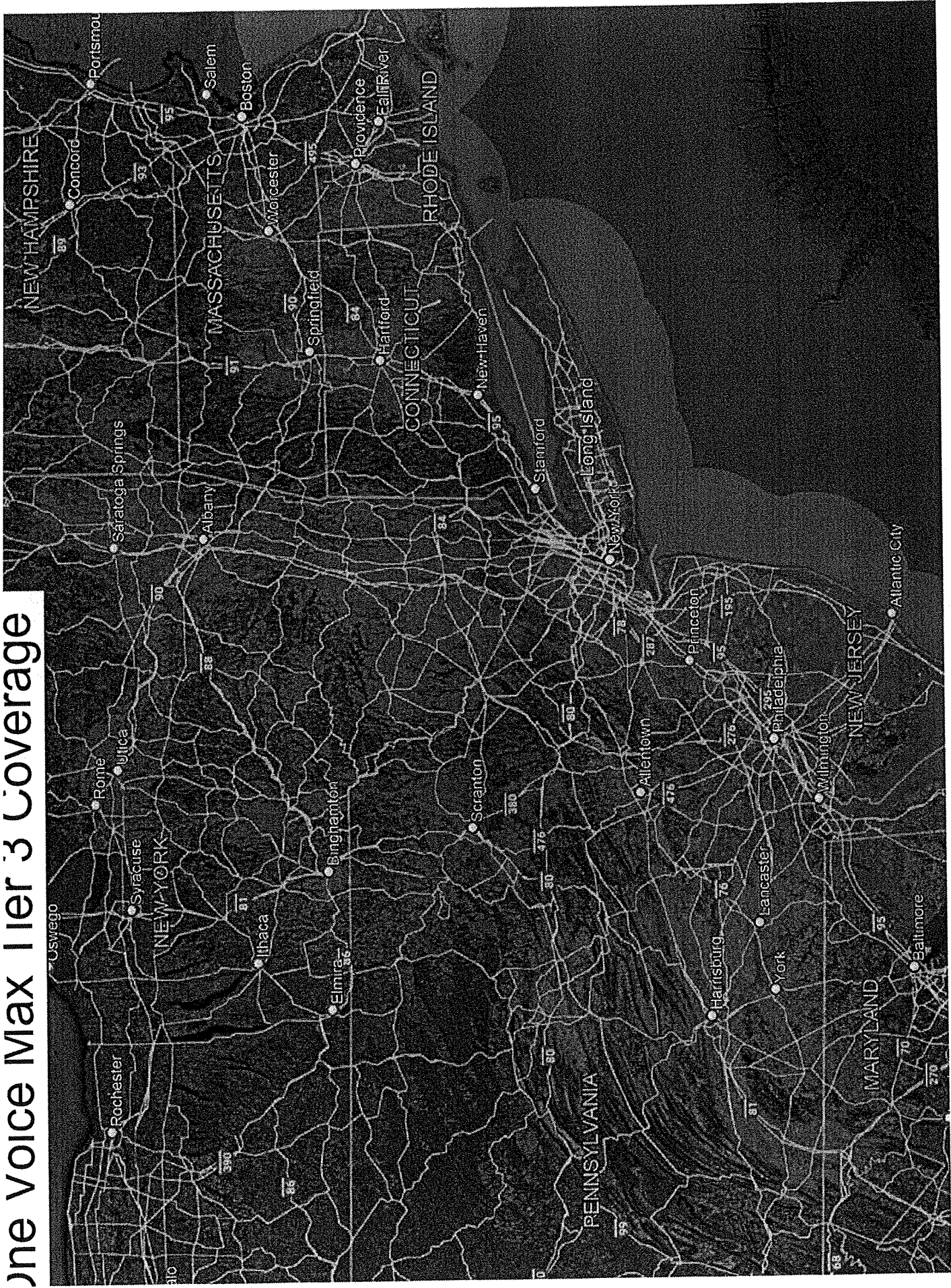


ISO9001 Registered  
Communications Systems Division  
JVCKENWOOD Corporation

CL867K-E-2R3 2307071



# One Voice Max Tier 3 Coverage



## COMPANY OVERVIEW

**Established in 1990**

**Three Locations:** Bloomfield, CT, Guilford, CT & Congers, NY

### Key Resources:

- 100 employees, 50 vehicles, 24/7/365 response
- 1 Pisten Bully Scout Snow Cat, Toolcat 5600, B3030 Loader/Snowblower
- Trailer Generators: 40 kW, 60 kW, 2-45 kW, 20 kW, 2-10 kW, 10-3 kW and 5 kW
- 2-100 gallon mobile diesel fuel tanks, 500 gallons off-site diesel
- Artic Cat UTV, 2 snowmobiles, 70' Deployable Mobile Tower Trailer

### Qualifications:

42 manufacturer-certified Installation Technicians, 4 Engineers and 7 Professional Project Managers

### Service Area:

New York, New Jersey, Connecticut, Massachusetts, Rhode Island, Pennsylvania

### Industries Served:

Public Safety (Fire, Police, EMS), Education, Healthcare, Utilities, Construction, Transportation, Hospitality, Industrial, Manufacturing, Oil & Gas, and more

### Product Manufacturers:

TeamConnect, Kenwood, EF Johnson, Tait, Motorola, Avtec, Eventide, Whelen, Federal Signal & many others.

### Services Available:

FCC licensing, system design, engineering, sales, installation, service, site surveillance & video, system leasing and equipment rental. Full assembly and fabrication shop. Completely integrated and customized solutions. OneVoice MAX integrated DMR Tier 3 dispatch network.

### Government Contract Purchasing:

- Connecticut CT-24PSX0042
- ESCNJ 20/21-63
- Westchester County Radio Equipment Contract
- Rockland County Radio Equipment Contract
- New Jersey State Avtec Bid
- Massachusetts PSE01
- NYC-DotT Requirements Contract

## PRODUCT AND SERVICE SOLUTIONS OFFERED

**Two-Way Radios** – We sell, service and install a complete line of Kenwood, EF Johnson, Motorola and Tait two-way radios, repeater and microwave systems. We are experts in FCC licensing, system design, project management and in-building antenna systems.

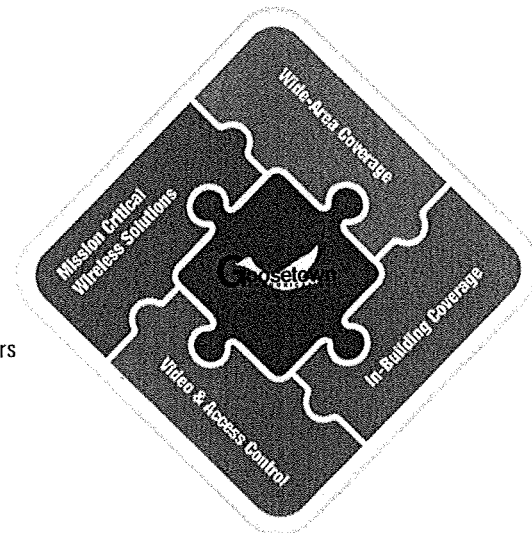
**Complete Vehicle Outfitting** – We design, sell, install and service the complete line of Federal & Whelen vehicle lighting systems, Havis and many other products.

**Wide Area Radio System** – We operate the largest digital trunking network in the Northeast. Together with our partner companies, the system covers from Cape May to Canada and Buffalo to Cape Cod, including a direct interface to our broadband PTT solution, TeamConnect.

### Managed Service options include:

- Full service equipment with system access
- Equipment or system access only
- Full maintenance
- Next business day or same day service response
- Equipment replacement every 5 years
- Site Surveillance: Hosted SCADA solutions for remote surveillance of tower sites, pumping stations & other remote sites.

## Your Mission is Critical to Us



THE PROBLEM:  
**COMPLEX AND CONSTANTLY EVOLVING  
COMMUNICATIONS NETWORKS**

- ✓ **Is your budget tight?**
- ✓ **Is your system outdated?**
- ✓ **Are you looking to get the most for  
your communications dollar?**

THE SOLUTION:  
**PLATINUM PLUS<sup>SM</sup> MANAGED SERVICES**

- Eliminate costly service contracts
- Decrease your Total Cost of Ownership
- Move from CAPEX to OPEX or any variation to meet your budget needs
- Get the equipment you need today at a fraction of the upfront costs
- Receive updated equipment every 5-7 years and keep up with the technology curve
- Program includes all of your radio accessories and batteries
- Experience high performance maintenance and 24/7/365 service
- Programs designed for all mobiles, portables, fixed site equipment, video systems and consoles

**AFFORDABLE MONTHLY FIXED COSTS FOR THE COMPLETE  
RADIO SYSTEM AND SERVICE**

Goosetown is committed to developing customized solutions that are designed to fit the ever-changing needs of our customers, and to providing the highest level of service to those customers. Experience the Goosetown difference and contact us to schedule a consultation:

**Headquarters**  
(845) 268-7500  
58 N. Harrison Ave,  
Congers, NY 10920

**Southern CT Office**  
(203) 453-2389  
29 Soundview Rd.,  
Guilford, CT 06437

**New England Office**  
(860) 528-7500  
7A Old Windsor Rd.,  
Bloomfield, CT 06002





## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

### TOWN BOARD

845-564-4552

Fax: 845-566-1432

### For the March 10, 2025 Town Board Meeting

Date: March 10, 2025

From: Councilman Paul Ruggiero

To: Town Board

Re: Town of Newburgh Salt Storage Facility

I am asking for a motion:

For MHE Engineering to provide permitting, grant administration and regulatory compliance assistance (identified in Section 1.01F of Agreement) for the Town of Newburgh Salt Storage Facility on an hourly basis.

#12B

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

Owner:

Town of Newburgh

(name of organization)

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

(individual's signature)

Date: \_\_\_\_\_

(date signed)

Name: Gilbert Piaquadio

(typed or printed)

Title: Town Supervisor

(typed or printed)

Engineer:

MHE Engineering, D.P.C.

(name of organization)

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

(individual's signature)

Date: 3/5/2025

(date signed)

Name: Michael J. Lamoreaux, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Address for giving notices:

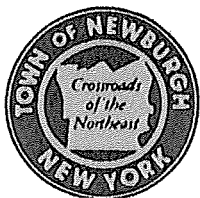
33 Airport Center Drive

Suite 202

New Windsor, NY 12553

The authorization above pertains to the scope outlined in 1.01F of the Agreement (Permitting, Grant Administration and Regulatory Compliance Assistance) only, to be billed hourly in accordance with Compensation Packet AS-3 of the Agreement.

The remainder of the scope outlined in the Agreement will require Owner Authorization prior to performance by Engineer.



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

### TOWN BOARD

845-564-4552

Fax: 845-566-1432

### For the March 10, 2025 Town Board Meeting

Date: March 10, 2025

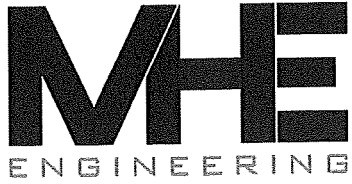
From: Councilman Paul Ruggiero

To: Town Board

Re: Town of Newburgh Roseton Hills WWTP Control Upgrades

I am asking for a motion:

For MHE Engineering to perform the design and bidding services of the Roseton Hills Wastewater Treatment Plant Control Upgrades for a Lump Sum amount of \$33,000 and grant and construction services on an hourly basis.



#12C

## **AGREEMENT FOR ENGINEERING SERVICES**

**Between the**

**Town of Newburgh**

**and**

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

**For Professional Services**

**Related to**

**Roseton WWTP Controls Upgrades**

### **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**

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

This is an Agreement between **Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Roseton WWTP Controls Upgrades** (Project). Engineer's services under this Agreement (Services) are generally identified as **preparation of design plans and specifications, grant administration, bidding phase and construction phase services for the.**

Owner and Engineer further agree as follows:

## **1.01 Services of Engineer**

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. Engineer shall prepare preliminary design plans for the control upgrades at the Town of Newburgh Roseton/Orchard Hills WWTP, including improvements to the controls for the flow equalization pumps, blowers, alarm panel, and a new central control panel.
- C. Engineer shall prepare final design plans and specifications suitable for public bidding based on the scope described in 1.01B above.
- D. Engineer shall provide Grant Administration (CDBG), as required.
- E. Engineer shall provide bidding phase services in accordance with Appendix 2.
- F. Engineer shall provide construction phase services in accordance with Appendix 3.
- G. Exclusions to this Agreement include, but are not limited to: Survey, Geotech, off-site review/improvements, hazardous materials handling/testing, and any other services not specifically described herein.

## **2.01 Owner's Responsibilities**

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

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EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

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observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

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

### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.2**.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services outlined in **Section 1.01B, 1.01C & 1.01E** as follows:
    - a. A Lump Sum amount of **\$33,000 plus reimbursable expenses**.
    - b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2. Hourly Rates. Owner shall pay Engineer for Services outlined in **Section 1.01D & 1.01F** as follows:
  - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
  - b. In Accordance with Engineer's Standard Hourly Rate Schedule, updated annually every 1 January of each year. Current year rate schedule is attached herein as Appendix 1.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

#### 5.01 Termination

##### A. Termination for Cause

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



Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

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

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Non-Direction of Asbestos Consultant

Should it become necessary for Owner/Client to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner/Client in identifying the Asbestos Consultant, it is the Owner/Client and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

As requested by Owner/Client, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner/Client regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.
- N. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 7.01 Definitions

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

## 8.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

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

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

## 9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Bidding and/or Negotiating Phase Services and Related Matters

Appendix 3, Construction Phase Services and Related Matters

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

Owner:

Town of Newburgh

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Gilbert Piaquadio

(typed or printed)

Title: Town Supervisor

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Michael W. Weeks, P.E.

(typed or printed)

Title: Principal

(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

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

### **MUNICIPAL STANDARD FEE SCHEDULE**

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

<b>Firm Representative</b>	<b>Hourly</b>
Principal	\$ 204.00
Associate	\$ 194.00
Senior Engineer	\$ 187.00
Senior Structural Engineer	\$ 187.00
Senior Architect	\$ 187.00
Senior Project Manager	\$ 180.00
Senior Planner	\$ 180.00
Project Engineer	\$ 150.00
Project Manager	\$ 145.00
Staff Engineer / Designer	\$ 125.00
Designer / Technician II	\$ 125.00
Designer / Technician I	\$ 115.00
Engineering Intern	\$ 70.00
Intern Support	\$ 47.00
Administrative Services	\$ 107.00
Clerical/Secretarial	\$ 70.00

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

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

This is **Appendix 2, Further Description of Bidding and/or Negotiating Phase Services and Related Matters**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

**FURTHER DESCRIPTION OF BIDDING AND/OR NEGOTIATING PHASE SERVICES AND RELATED MATTERS:**

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1. Collect and include in the bid package work provided by others, including but not limited to site surveys, property surveys, existing conditions plans, etc. Survey work for the project shall be performed by surveyors retained / employed by the Owner.
2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Consult with and advise OWNER as to the acceptability of contractors, suppliers and other persons and organizations proposed (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

This is **Appendix 3, Further Description of Construction Phase Services and Related Matters** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

## **FURTHER DESCRIPTION OF CONSTRUCTION PHASE SERVICES AND RELATED MATTERS:**

Construction Phase Services will be provided with assistance from other Prime Consultants and Designers. ENGINEER will coordinate and provide construction observation and administration for the project with input and on-site assistance as required from other consultants who have provided plans and specifications for the project. Technical resolutions and/or clarifications will be made by those Design Professional responsible for the scope of work requiring additional information.

During the Construction Phase, ENGINEER shall provide the following:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative to the extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned below, and except as ENGINEER may otherwise agree in writing.
  - a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall advise OWNER of the progress of the work.
  - b. The purpose of ENGINEER's periodic visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.



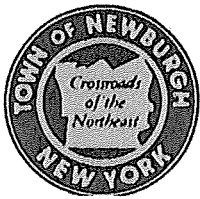
2. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
3. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
4. Shop Drawings (if applicable). ENGINEER shall review and accept (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
5. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
6. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
7. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
8. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:
  1. a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money's paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
9. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
10. Final Field Review. ENGINEER shall conduct a final field review to determine if the work is substantially complete and to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this agreement.
11. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

12. Operational Phase. (if applicable).

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- a. Provide assistance in the closing of any financial or related transaction for the Project.
- b. Provide assistance in connection with the refining and adjusting of any equipment or system.
- c. Assist OWNER in training OWNER's staff to operate and maintain the Project.
- d. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- e. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- f. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

### TOWN BOARD

845-564-4552

Fax: 845-566-1432

### For the March 10, 2025 Town Board Meeting

Date: March 10, 2025

From: Councilman Paul Ruggiero

To: Town Board

Re: Town of Newburgh Stewart Avenue Sewer Main Relocation

I am asking for a motion:

For MHE Engineering to perform the design, bidding and grant administration services of the Town of Newburgh Stewart Avenue Sewer Main Relocation project for a Lump Sum amount of \$34,600 as well as construction phase services on an hourly basis.

#12D



## **AGREEMENT FOR ENGINEERING SERVICES**

**Between the**

**Town of Newburgh**

**and**

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

**For Professional Services**

**Related to**

**Stewart Avenue Sewer Main Relocation**

### **NEW YORK OFFICE**

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

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

This is an Agreement between **Town of Newburgh** (Owner) and **MHE Engineering, D.P.C.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Stewart Ave Sewer Main Relocation** (Project). Engineer's services under this Agreement (Services) are generally identified as **preparation of design plans and specifications, bidding phase and construction phase services for the relocation of the Town of Newburgh's Stewart Ave Sewer Main.**

Owner and Engineer further agree as follows:

### **1.01 Services of Engineer**

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.
- B. The NYS Thruway Authority installed conduit beneath Union Avenue (New York State Rt 300) using directional drilling crossing at the north side of the Intersection of Union Avenue and Stewart Avenue circa 2005. The drilling penetrated an existing 12-inch gravity sewer main, and the conduit was subsequently installed through the middle of the sewer main. This has significantly reduced the capacity of the sewer system and has resulted in sewer flows backing up in this section of pipe, as well as leakage at the penetration site. The Town intends to relocate approximately 135LF of 12" SDR35 gravity sewer main and install 3 sewer manholes, with the abandonment of 1 sewer manhole.
- C. Engineer shall prepare design plans and specifications suitable for public bidding based on the scope described in 1.01B above.
- D. Engineer shall provide permitting and regulatory compliance, as required, including coordination with NYSDEC.
- E. Engineer shall provide bidding phase services in accordance with Appendix 2.
- F. Engineer shall provide construction phase services in accordance with Appendix 3.
- G. Exclusions to this Agreement include, but are not limited to: Survey, Geotech, off-site review/improvements, hazardous materials handling/testing, and any other services not specifically described herein.

### **2.01 Owner's Responsibilities**

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-

related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

#### 3.01 Schedule for Rendering Services

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

#### 4.01 Invoices and Payments

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



E. Basis of Payment

1. Lump Sum. Owner shall pay Engineer for Services outlined in **Section 1.01C, 1.01D & 1.01E** as follows:
    - a. A Lump Sum amount of **\$34,600 plus reimbursable expenses.**
    - b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
  2. Hourly Rates. Owner shall pay Engineer for Services outlined in **Section 1.01F** as follows:
    - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
    - b. In Accordance with Engineer's Standard Hourly Rate Schedule, updated annually every 1 January of each year. Current year rate schedule is attached herein as Appendix 1.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

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

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
  1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry.

However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Non-Direction of Asbestos Consultant  

Should it become necessary for Owner/Client to retain the services of an asbestos consulting firm (the "Asbestos Consultant"), and notwithstanding any assistance that MHE provides to Owner/Client in identifying the Asbestos Consultant, it is the Owner/Client and not MHE who shall contract directly with Asbestos Consultant. The Asbestos Consultant shall not be a subconsultant or subcontractor of MHE.

As requested by Owner/Client, MHE may monitor the activities of, and liaise collaboratively with, the Asbestos Consultant, and report to Owner/Client regarding the same. However, MHE shall not supervise, control, or direct the manner of work by the Asbestos Consultant, except to direct the Asbestos Consultant generally to perform its duties in accordance with applicable laws and regulations.
- N. Engineer shall maintain on file in legible form, for a period of seven (7) years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers,

testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 8.01 Successors, Assigns, and Beneficiaries

##### A. Successors and Assigns

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

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

#### 9.01 Total Agreement

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Bidding and/or Negotiating Phase Services and Related Matters

Appendix 3, Construction Phase Services and Related Matters

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

Owner:

Town of Newburgh

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Gilbert Piaquadio

(typed or printed)

Title: Town Supervisor

(typed or printed)

Address for giving notices:

1496 Route 300

Newburgh, NY 12550

Engineer:

MHE Engineering, D.P.C.

(name of organization)

By:

(authorized individual's signature)

Date:

2/26/2025

(date signed)

Name:

Michael W. Weeks, P.E.

(typed or printed)

Title:

Principal

(typed or printed)

Address for giving notices:

33 Airport Center Drive

Suite 202

New Windsor, NY 12553

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

**MUNICIPAL STANDARD FEE SCHEDULE**

**A. HOURLY RATES:**

<b>Firm Representative</b>	<b>Hourly</b>
Principal	\$ 204.00
Associate	\$ 194.00
Senior Engineer	\$ 187.00
Senior Structural Engineer	\$ 187.00
Senior Architect	\$ 187.00
Senior Project Manager	\$ 180.00
Senior Planner	\$ 180.00
Project Engineer	\$ 150.00
Project Manager	\$ 145.00
Staff Engineer / Designer	\$ 125.00
Designer / Technician II	\$ 125.00
Designer / Technician I	\$ 115.00
Engineering Intern	\$ 70.00
Intern Support	\$ 47.00
Administrative Services	\$ 107.00
Clerical/Secretarial	\$ 70.00

**B. GENERAL CONDITIONS:**

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

This is **Appendix 2, Further Description of Bidding and/or Negotiating Phase Services and Related Matters**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

**FURTHER DESCRIPTION OF BIDDING AND/OR NEGOTIATING PHASE SERVICES AND RELATED MATTERS:**

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1. Collect and include in the bid package work provided by others, including but not limited to site surveys, property surveys, existing conditions plans, etc. Survey work for the project shall be performed by surveyors retained / employed by the Owner.
2. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
4. Consult with and advise OWNER as to the acceptability of contractors, suppliers and other persons and organizations proposed (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
5. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.



This is **Appendix 3, Further Description of Construction Phase Services and Related Matters** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_.

### **FURTHER DESCRIPTION OF CONSTRUCTION PHASE SERVICES AND RELATED MATTERS:**

Construction Phase Services will be provided with assistance from other Prime Consultants and Designers. ENGINEER will coordinate and provide construction observation and administration for the project with input and on-site assistance as required from other consultants who have provided plans and specifications for the project. Technical resolutions and/or clarifications will be made by those Design Professional responsible for the scope of work requiring additional information.

During the Construction Phase, ENGINEER shall provide the following:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative to the extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned below, and except as ENGINEER may otherwise agree in writing.
  - a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall advise OWNER of the progress of the work.
  - b. The purpose of ENGINEER's periodic visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

2. Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
3. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
4. Shop Drawings (if applicable). ENGINEER shall review and accept (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
5. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
6. Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
7. Disputes between OWNER and Contractor. ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
8. Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:
  1. a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money's paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
9. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
10. Final Field Review. ENGINEER shall conduct a final field review to determine if the work is substantially complete and to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in this agreement.
11. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work.

12. Operational Phase. (if applicable).

During the Operational Phase, ENGINEER shall, when requested by OWNER:

- a. Provide assistance in the closing of any financial or related transaction for the Project.
- b. Provide assistance in connection with the refining and adjusting of any equipment or system.
- c. Assist OWNER in training OWNER's staff to operate and maintain the Project.
- d. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- e. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- f. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.