

#5

TOWN OF NEWBURGH

AUDIT # 4

DATE: February 26, 2024

TOTAL OF ALL PAYMENTS: \$ 732,329.47

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 732,329.47 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 : **FEB 26 2024**

Town Clerk Office

Town Board:

#6A

**TOWN OF NEWBURGH
NOTICE TO BIDDERS
COMMUNITY DAY FIREWORKS DISPLAY
JULY 3, 2024**

The Town of Newburgh, NY, invites bids from qualified vendors to furnish all materials and labor for a fireworks display to be held at 9:30 p.m. on July 3, 2024 (Rain date to be determined at the option of the Town) at Cronomer Hill Park, Powder Mill Road, Newburgh, New York. This bid solicitation additionally includes provision for the submission of bids and options at the Town's election to award contract extensions for the fireworks displays in 2024 and 2025.

Bids must be submitted no later than **10 a.m., prevailing time on** _____ **2024** to the **Town Clerk** at 1496 Route 300, Newburgh, New York 12550, in sealed envelopes clearly marked "**Proposal for Community Day Fireworks**". Complete specifications are available to interested bidders between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday at the Town Clerk's office.

Proposals must be signed by an authorized representative and address the items specified in the package.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF NEWBURGH**

LISA VANCE AYERS, TOWN CLERK

DATED:

**TOWN OF NEWBURGH
SPECIFICATIONS FOR
COMMUNITY DAY FIREWORKS DISPLAY**

INSTRUCTION FOR RESPONDING TO THIS BID

1. Vendors interested in bidding on the referenced items should read the entire document. The vendor must complete all sections of this document including Forms A, B, C and D and sign where indicated. Your signature identifies your acceptance of all terms and conditions herein.

2. All vendors must fill in the prices being requested in the places and formats indicated. All blank spaces in said bid shall be filled in and no changes shall be made in the phraseology, or in the items, terms and conditions contained therein.

3. Completed bids should be sent to the following address: **Town Clerk**, 1496 Route 300, Newburgh, New York 12550

4. Please indicate “**Proposal for Community Day Fireworks Display**” on the outside of your submitted sealed bid.

5. Firms qualified and certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) are encouraged to submit bids.

Further Instructions, Terms and Conditions, Community Day Fireworks Display

1. Each bid must be in a separate sealed envelope, clearly labeled with "Proposal for Community Day Fireworks Display" and addressed to the **Town Clerk**, Town Hall, 1496 Route 300, Newburgh, New York 12550. All bids must be properly signed and received by the time and date specified in order to be valid.
2. Awards will be made, if at all, to the "lowest responsible bidder" meeting the specifications. The Town reserves the right to reject any and all bids or portion thereof, or any bids that are vague, incomplete or indefinite.
3. The submission of the bid proposal shall constitute an irrevocable offer, which shall remain in full force and effect until the bid proposals received by the Town are either accepted or rejected.
4. Bidders are advised to become familiar with all conditions, instructions and specifications governing this bid. Once the award has been made, failure to have read all the conditions, instructions and specifications shall not be cause to alter the original bid. All bids must be priced as specified in the bid specifications or on the bid form submitted, and must be signed and dated. No exceptions will be allowed with regard to errors made in the computation of a bid. Purchases by the Town of Newburgh are not subject to any federal, state or local taxes. Do not include any of these taxes when bidding or invoicing. Exemption certificates will be furnished upon request.
5. Any deviation from specifications shall be clearly stated and fully explained by accompanying specification sheets with submitted bid. Unless qualified by the provision NO SUBSTITUTE, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. The Town reserves the right to make final determination of equivalency. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Town. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
6. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

A. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The bidder further certifies that this bid is made without any connection with any other person making a bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the Town treasury is directly or indirectly interested therein, or in supplies materials and equipment to which it relates, or in any portion of the profits thereof.

7. The prices quoted herein, if accepted, will be considered guaranteed, unadjustable prices for the terms stated herein, unless otherwise so identified in other sections of this bid request

8. This bid agreement shall override any previous agreements for this item (s), except as otherwise provided herein.

9. The Town of Newburgh reserves the right to reject any and all bids if deemed in the best interest of the Town to do so. The Town shall have the authority to award orders, contracts, or services to the bidder(s) best meeting the specifications and conditions as judged solely by the Town.

10. All services shall be performed as described in this bid and shall comply in all respects with applicable Federal, State, County, and Town Statutes and Codes.

11. The Town Board shall determine whether bid exceptions are minor in nature or represent a serious departure from the purpose and intent of the specifications and whether or not the best interests of the Town will be promoted by waiving original requirements and accepting exceptions.

12. The Town of Newburgh assumes no responsibility and no liability for costs incurred by bidders prior to the issuance of an agreement, contract or purchase order.

13. Bidders who submit a Bid(s) in response to this bid may be required to give an oral presentation of their Bid(s). The purpose of such presentation is to provide an opportunity for the bidder to clarify or elaborate on their bid.

14. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, subcontract or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of The Town of Newburgh. Failure to comply with this requirement will result in the cancellation of the contract

15. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town of Newburgh, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. The Contractor's duty to defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph

16. The agreement arrived at from this solicitation shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Orange County. The Town requires contractors which are not incorporated in the State of New York to produce a Certificate to Do Business in the State of New York from the New York Secretary of State prior to executing their contract with the Town. Awarded Bidder shall provide said certificate required.

17. Any violation of the terms, conditions, requirements and/or non-performance of the contract shall result in immediate cancellation. The bid award may be immediately cancelled upon written notice for cause, including, but not limited to, the following:

- (A) Failure to provide personnel or equipment to the Town's satisfaction or failure in any other way to perform or provide service within the terms of contract;
- (B) Failure of the equipment or service to meet specifications;
- (C) Misrepresentation by the vendor;
- (D) Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the Town;
- (E) Conflict of contract provisions with constitutional or statutory provisions of the laws of the State of New York or federal law; and
- (F) Any other breach of contract.

18. The Town of Newburgh reserves the right without cause or penalty, to terminate the contract award at any time upon thirty (30) days written notice, when it has been determined to be in the best interest of the Town. Cancellation does not release the Vendor from its obligation to provide goods or services per the terms of the contract during the notification period.

19. Bidders are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection. (Bids must be provided for all services; a blank space will denote a “zero” bid.) The Town reserves the right to delete any part of the services quoted at its discretion.

20. Bids are solicited only from competent, experienced and financially qualified vendors who meet all the qualifications and or specifications of this bid document as determined solely by the Town of Newburgh. Please complete the qualification and requirement questions as provided for herein. Respondents are responsible for submission of accurate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

21. The handling and detonation of all explosives or pyrotechnics shall be accomplished by the Contractor or its employees in accordance with the National Fire Code published in NFPA 1123-2000 Standard for Public Display of Fireworks, current edition, or such other standards as are applicable by law. The fireworks should be stored and transported according to the requirements of the National Fire Code published in the NFPA 1124-1998, Code for Storage of Fireworks, Manufacture and Transportation, current edition, prior to reaching the display site, or as otherwise required by law. At no time should fireworks be left unattended on site.

22. Option to Extend. Bidders are required to submit bids for the Community Day fireworks displays for 2024, 2025 and 2026. 2025 and 2026 are extension years, which are optional at the election of the Town. The contract will be awarded to the lowest responsible bidder for the 2024 event. The Town may elect to extend the contract for 2025 and then for 2026, but only if the Contractor for 2024 was also the low bidder in this submission for 2025 and again only if it was the low bidder for 2026. The Town will notify the Contractor in writing on or before March 1 of each year (2025 and 2026) of its election to renew the contract for that year at the stated bid price for that year. The Contractor shall deliver to the Town a new, original certificate of insurance, naming the Town of Newburgh, New York and Orange County, New York as Additional Insureds for the period of the event, in at least the minimum amounts specified below, and Form B, Page 2, listing any changes in the Contractor’s information, within fourteen (14) days of the date of the Town’s notice of election to extend or the Town shall have the right to terminate the extended contract and rebid that year and the subsequent year.

COMMUNITY DAY FIREWORKS DISPLAY SPECIFICATIONS

General:

1. The Contractor shall furnish all materials and labor for a fireworks display to be held at 9:30 p.m. on July 3, 2024 at Cronomer Hill Park, Powder Mill Road, Newburgh, New York or in the event of rain, on a rain date at the option of the Town. If the Town elects to extend the contract for 2025, the Contractor shall furnish all materials and labor for a fireworks display to be held on an agreed upon date in 2025 at Cronomer Hill Park, Powder Mill Road, Newburgh, New York or in the event of rain, on a rain date at the option of the Town. If the Town elects to extend the contract for 2026, the Contractor shall furnish all materials and labor for a fireworks display to be held on an agreed upon date in 2026 at Cronomer Hill Park, Powder Mill Road, Newburgh, New York or in the event of rain, on a rain date at the option of the Town. (Or for each of the rain dates for 2024, 2025 and 2026, the next day that weather permits. There shall be no additional charge for rescheduling to the rain date.)
2. The Contractor must carry all insurance as set forth in the requirements below. Original certificate, naming the Town of Newburgh, New York and Orange County, New York as Additional Insureds must be presented by the successful Contractor at the time of contract signing.
3. Contractors are encouraged to visit Cronomer Hill Park, Powder Mill Road, Newburgh, NY and familiarize themselves with the project, ground conditions, planned firing area and electrical access. Site visits may be arranged with Jim Presutti, Commissioner of Parks, Recreation and Conservation, (845) 564-7815.
4. The Contractor shall not award any work to any subcontractor without prior written approval of the Town of Newburgh.
5. All work must be done in a workmanlike manner by qualified personnel having adequate experience in this type of work.
6. Any work not completed in accordance with these specifications or of inferior quality must be corrected in a satisfactory manner at the Contractor's expense.
7. All work must be scheduled and approved in coordination with the Commissioner of Parks, Recreation and Conservation or his designee to avoid conflicts. The fireworks display must take place on July 3, 2024. (Rain date to be determined at the option of the Town. There shall be no additional charge for rescheduling to the rain date.) If the Town elects to extend the contract for 2025, the date to be determined at the option of the Town. (Rain date to be determined at the option of the Town or the next day that weather permits. There shall be no additional charge for rescheduling to the rain date.) If the Town elects to extend the contract for 2026, the date to be determined at the option of the Town. (Rain date to be determined at the

option of the Town or the next day that weather permits. There shall be no additional charge for rescheduling to the rain date.)

8. If the Contractor claims that any instructions given him involve extra cost, he shall, within five (5) days after receipt of such instructions and before proceeding to execute the work, submit his protest thereto in writing to the Commissioner of Parks, Recreation and Conservation, stating clearly and in detail the basis of his objection. No such claim shall be valid unless so made.

9. The Town reserves the right to re-schedule the display due to poor weather conditions at no additional fee or charge by the Contractor.

10. The Town reserves the right to cancel the fireworks display at no fee or charge by the Contractor by given written notice no later than thirty (30) days prior to the scheduled date of the event or re-scheduled date.

11. The successful bidder must comply with New York State Labor Laws.

12. All bidders shall be required to execute and submit a non-collusion statement with their bids in accordance with New York State law.

13. All terms, conditions and requirements as set forth in this request for quotation must be satisfied as of the date of bid submission. Bid responses will only be accepted from competent, experienced and financially qualified contractors according to the qualification requirements as listed herein and successful fulfillment of said requirements as determined by the Town of Newburgh.

14. The bidder must demonstrate that the bidder has had acceptable prior experience in providing fireworks display contracts. This qualification may be satisfied by listing municipalities to which your company has provided displays to, contact person, and telephone number for each year from 2024 to 2026.

Specifics:

1. The Contractor will provide a display following the fireworks specifications set forth in Exhibit "A."

2. The fireworks display shall be timed to extend for a minimum period of twenty-five (25) minutes from opening to conclusion of the finale and shall be appropriately choreographed to include an opening, main event and finale with the quantities and sizes specified in Exhibit "A" in each stage and without prolonged pauses.

3. The contractor shall provide a variety of shell effects such as peony, chrysanthemum, dahlia, willow, comet, palm, diadem, kamuro, brocade, crossette, spider, horsetail, time rain, fish, bees, draw outs, shell of shells, parachute, red wave, blue waves with silver foam, cluster stars, donut, four break shell, heart in a ring, chandelier, strobe shells, star pattern, shimmering mag, crackling flowers, tourbillions, golden rain, flower spray and cascade. The listing is not all-inclusive and the Contractor should provide the shells in combinations that provide the best artistic visual effect and entertainment value at the lowest price. There should be a mix of low level and high level aerial displays throughout the program.

4. The Contractor may fire up to ten (10) salutes periodically during the day and early evening to help its operators determine wind direction. Those firings shall be in addition to the fireworks display set forth in Exhibit "A" and shall not diminish the total number of shells required for the display.
5. It shall be the responsibility of the bidder to be acquainted with the ground conditions at the Cronomer Hill Park site used for the display. In the event of poor ground conditions, access to shoot area will be limited at the direction of the Commissioner of Parks, Recreation and Conservation.
6. The Contractor must provide, erect and maintain all necessary barricades and signs and take all necessary precautions for the protection of the site and safety of the public at all times during the project.
7. After construction of the pyrotechnic displays has begun, the Contractor should be present at all times and ensure that the displays are protected from inclement weather before the program
8. It shall be the responsibility of the Contractor to follow all applicable governmental regulations regarding the sale, use, transportation and storage of fireworks and special effects.
9. The Contractor shall provide a notarized statement attesting to superintendence of the event by a trained pyro-technician on the work site at all times during the night of the fireworks display.
10. The Contractor shall provide sufficient personnel at the fireworks discharge site in order to ensure a safe public display.
11. The Contractor must have performed approved displays in the State of New York in each of the previous three (3) years. References from locations must be included with the bid.
12. The successful bidder/Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the Town of Newburgh, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the Contractor or third party under the direction or control of the Contractor. The successful bidder/Contractor must furnish the Town with Certificate of Insurance and a copy of additional insured endorsement concurrent with the execution of a contract with the Town, evidencing such coverage and, at Town's request, furnish the Town with copies of all insurance policies and with evidence of payment of premiums or fees of such policies.

The required coverage shall not be less than the following:

Workers Compensation
Statutory Requirements

NY State Disability
Statutory Requirements

General Liability

\$3,000,000 combined single limit per occurrence for
bodily injury, personal injury and property damage

Automobile Liability

\$1,000,000 combined single limit per accident for
bodily injury and property damage.

**INSURANCE CERTIFICATES SHALL NAME THE TOWN OF
NEWBURGH, NEW YORK AND COUNTY OF ORANGE, NEW YORK,
211 STATE ROUTE 416, MONTGOMERY, NY 12549 AS
ADDITIONAL INSURED PARTIES AND SHALL STATE THAT ALL
COVERAGE SHALL BE PRIMARY TO ANY OTHER INSURANCE
COVERAGE HELD BY THE ADDITIONAL INSUREDS**

13. Following the display, the firing crew shall conduct an inspection of the fallout area for the purpose of locating any unexploded aerial shells or live components

14. The Contractor shall be responsible for restoration of grounds damages due to set-up or clean-up of any portion of the work of the Contract

15. Forms A, B, C and D must be fully completed and executed in order for the bid to be considered as complete.

EXHIBIT A
PROPOSED MINUM SHELL QUANTITY SUMMARY

Fireworks Display:

<u>Opening Bouquet</u>	<u>Quantity</u>
Two and half inch shells	125
Three inch shells	125
Four inch shells	40
Five inch shells	30
Six inch shells	30

Main Event

Two and half inch shells	250
Three inch shells	225
Four inch shells	145
Five inch shells	90
Six inch shells	60

Grande Finale

Two and half inch shells	250
Three inch shells	250
Four inch shells	80
Five inch shells	75
Six inch shells	45

Shells shall include a variety of effects and colors.

FORM A
BID FOR TOWN OF NEWBURGH, NY COMMUNITY DAY
FIREWORKS DISPLAY
JULY 3, 2024
(with Town options for 2025 and 2026)

Please quote a price for services as specified herein for each of the three years as follows:

2024 Price: _____

2025 Price: _____ (at the option of the Town)

2026 Price: _____ (at the option of the Town)

As an authorized representative of the identified company, I accept all the terms and conditions identified in Bid Specifications for Town of Newburgh Community Day Fireworks Display and certify that the Bidder will furnish, at the price herein quoted, the materials, equipment and/or services as proposed on this bid.

Company Name and Address:

By: _____, an authorized representative
Signature

Dated: _____, 2024

Print Name & Title

Email Address: _____

Phone Number: _____

Fax Number: _____

FORM B
STATEMENT OF EXPERIENCE
AND GENERAL INFORMATION

Please complete the following qualification and requirement questions as provided for herein. Bidders are responsible for submission of accurate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

A) Experience: The bidder must demonstrate that the bidder has had acceptable prior experience in providing fireworks display contracts in New York State. This qualification may be satisfied by listing **municipalities** to which your company has provided displays to, contact person, and telephone number for each year from 2023, 2022, 2021 & 2020

2023:

Customer: _____
Contact Person: _____
Phone # _____

2022:

Customer: _____
Contact Person: _____
Phone # _____

2021:

Customer: _____
Contact Person: _____
Phone # _____

2020:

Customer: _____
Contact Person: _____
Phone #: _____

B. General Background Information:

Bidder's Main Office: _____

Manager's Name (Contact): _____

Firm's Legal Name: _____

Street Address (Box Numbers): _____

City: _____

State: _____

Zip: _____

Telephone Number: _____

e-mail address: _____

Name of assigned site supervisor: _____

Telephone number: _____

e-mail address: _____

FORM C
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid proposal, the bidder certifies that it is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

"(a) By subdivision of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee,

determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Bidder Name and Address: _____

Signature (Authorized): BY: _____

Title: _____

Date: _____

FORM D
CERTIFICATE OF COMPLIANCE
WITH GENERAL MUNICIPAL LAW
SECTIONS 103-a AND 103-b
GROUND FOR CANCELLATION OF CONTRACT BY
MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (A) such person, and any firm, partnership or corporation, of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work, or services, for a period of five years after such refusal, and (B) any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Section 103a and 103b of the General Municipal Law.

In acknowledgment of the above:

Bidder's Business Name

By: _____

Title: _____

Date: _____

FORM E
STATEMENT OF NO BID
RETURN THIS FORM ONLY IF YOU ARE SUBMITTING
A "NO BID"

It is the intent of the Town of Newburgh to afford all vendors an equal opportunity to bid on all commodities, operating supplies, equipment and/or services as listed in this specification.

In the event your firm declines to bid, kindly advise the Town Clerk to that effect by completing and returning this document.

Town of Newburgh Town Clerk,

We, the undersigned, have declined to bid on your Request for Bids for Community Day Fireworks Display *for the following reasons:*

- We do not offer this product/service*
- We are unable to supply the product/service at this time*
- We are unable to meet the specifications*
- We are unable to meet the bond requirements*
- Other:*

COMPANY NAME:

ADDRESS:

TELEPHONE #:

#6B



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor
Town Board Members

From: Charlene M. Black, Personnel Director

Date: February 21, 2024

Re: Part-Time Laborer

Mr. Presutti has requested approval to hire Raymond Farouk as a part-time Laborer. The applicant's hiring is contingent on your approval and the completion of his fingerprints, paperwork, drug/alcohol screening, and physical. Start date of on or after March 11, 2024, is anticipated, and a salary of \$17.31 per hour. Mr. Farouk has been pre-approved by Orange County Human Resources. 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: February 21, 2024

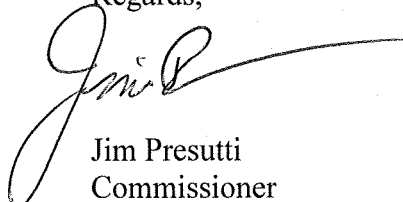
RE: Request to Hire P/T Laborer

At this time we are requesting your approval to hire Raymond Farouk as a Part Time Laborer to fill the current guard opening in the Recreation Department. Mr. Farouk will be hired at the rate of \$17.31/hour.

This position is currently funded in the 2024 Recreation Department Budget. The start date for the position will be on or after March 11th.

Thank you for your consideration.

Regards,



Jim Presutti
Commissioner

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: RAYMOND FAROUK

DEPARTMENT: RECREATION

TITLE OF POSITION: LABOR

FULL TIME OR PART TIME: PART TIME


HOURLY RATE: \$17.31

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: A 7110.5100

PROPOSED HIRE DATE: ON OR AFTER 3/11/24

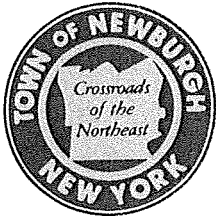
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

2/20/24
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT
11/15/2010



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#7

[Handwritten signature]

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: February 21, 2024

Re: Well Now Medical Facility

On February 5th, 2024 Terriann and I had an extensive Webex conference with the Account Executive and Facility Manager for Well Now. They explained their whole operation. In turn, we asked our questions. They do accept Workers' Compensation, they do pre-employment physicals, drug/alcohol testing, CDL physicals, 19-A physicals and post-accident testing. They are open from 8:00 am until 8:00 pm every day of the week. That includes weekends! The rates for their facility compare to what we are paying already for Emergency One and the best part is they are in our Town. They did ask that we be patient in the beginning since they are new and we understand. I filled out the Account Information Form which we added what we needed exactly. I sent them the W9 which needs to be filled out and asked if they will need our tax-exempt form which I will provide to them.

They asked if we could start with their facility on April 1st, 2024 and I agreed. Their ribbon cutting is on March 26th, 2024 and they invited both Terriann and myself to look over their facility on that day.

I attached the rate sheet and information about their facility.

Healthcare Solutions for Your Team

WellNow proudly delivers affordable occupational medicine solutions that help keep employees safe, healthy, and productive. Partner with us for attention and care that goes above and beyond at any of our convenient neighborhood urgent care clinics or on-site at your workplace. From employee physicals to injuries, testing, and much more, WellNow is your comprehensive one-stop shop.



Workplace Injuries & Incidents

WellNow's outcome-based approach gets your employees back to work quickly and safely by:

- Assessing injuries and following up efficiently
- Developing actionable treatment plans
- Scheduling follow-ups as needed and reducing restrictions along the way
- Returning patients to work fully functional

Customizable On-site Programs*

Convenient on-site services including:

- Physicals
- Respirator Compliance
- Drug/Alcohol Testing
- Tuberculosis Screening (PPD) + TSPOT
- Pulmonary Function Testing (PFT)
- Mask Fit Testing

*We can offer any combination of services and examinations, but they must be scheduled in advance.

Dedicated Client Service Team

Each client is assigned a dedicated point of contact to help maintain a long-lasting partnership.

Physicals

Your employees can start or return to work quickly with specialties in:

- Pre-placement
- DOT
- 19A/Bus Driver
- Respirator
- Asbestos
- Silica
- Hazardous Material (HazMat)
- Fit for Duty
- Return to Work
- Annual
- Corporate/Executive
- Firefighter
- Police

Find a Location



For more information:
OccMed@wellnow.com,
WellNow.com/OccMed

SERVICE	STANDARD MARKET PRICE
PHYSICALS	
Physical Exam: Pre-employment	\$95.00
Physical Exam: DOT/19A	\$110.00
Respirator Physical (Includes Questionnaire)	\$125.00
Interior Fire Fighter Exam (Includes Questionnaire)	\$125.00
Exterior Fire Fighter Exam	\$100.00
Asbestos Physical (Includes Questionnaire)	\$150.00
Hazmat Physical (Includes Questionnaire)	\$150.00
Silica Physical (Includes Questionnaire)	\$250.00
Return to Work Physical	\$110.00
Annual Health Update	\$75.00
Back Evaluation	\$80.00
CLINICAL TESTING	
Pulmonary Function Test	\$70.00
Respirator Mask Fit - Qualitative	\$55.00
Chest X-Ray (Standard 1 View)	\$115.00
Chest X-Ray (With B-Read)	\$150.00
Respirator Questionnaire – Stand Alone	\$45.00
Asbestos Questionnaire – Stand Alone	\$45.00
EKG w/ Interpretation	\$70.00
Audiogram	\$60.00
Vision – Snellen, Titmus, Ishihara	\$35.00 per
Vision 5	\$35.00
DRUG AND ALCOHOL TESTING	
Drug Screen Collection only	\$75.00
DOT Urine Drug Screen	\$75.00
Instant Urine Drug Screen – eReader+ Only (Any Panel)	\$75.00
Hair Collect	\$75.00
Hair Drug Screen	\$100.00
Hair Drug Screen w/Expanded Opiates	\$125.00
Breath Alcohol Testing w/Confirmation	\$50.00
IMMUNIZATIONS AND BLOODWORK	
PPD w/Read	\$35.00
T-Spot	\$115.00
MMR Vaccine/Titer (Vaccine - Special Order Only)	Vaccine \$150 – Titer \$110.00
Rubella/Rubeola/Mumps Titer	\$125/\$125/\$125
Hep B Vaccine/Titer (Vaccine - Special Order Only)	Vaccine \$120.00 – Titer \$100.00
Lead/ZPP	\$80.00
Tetanus/Tdap (Vaccine - Special Order Only)	Tetanus \$100.00 – Tdap \$100.00
Varicella Vaccine/Titer (Vaccine - Special Order Only)	Vaccine \$180.00 – Titer \$100.00

Region 2 NY



#8

February 21, 2024

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
Attn: Stephen Bedetti, Supervisor

Re: Inter-Municipal Loan of Equipment

Dear Supervisor Bedetti:

I write to confirm the Town of Newburgh's agreement to lend its' valve exercising/turning equipment and an operator on a temporary basis at the Town of New Windsor's request, on dates and at times to mutually agreed upon by the heads of our respective Water Departments. The temporary loans will take place without any payment or other consideration required to be made by the Town of New Windsor, during the period commencing as of the date of your signature and ending December 31, 2024 or such earlier date as the Town of New Windsor's liability insurance coverage terminates, subject to the Town of Newburgh being named as an additional insured on the Town of New Windsor's liability insurance policies, with respect to the use and operation of said equipment during said period.

Please indicate the Town of New Windsor's acknowledgement and agreement to the loan and insurance condition by signing and returning the enclosed counterpart of this letter.

Very truly yours,

Town of Newburgh

By: _____
Gilbert J. Piaquadio, Supervisor

Acknowledged and agreed:

Town of New Windsor

By: _____
Stephen Bedetti, Supervisor

Date: _____, 2024



**TOWN OF NEW WINDSOR
SUPERVISOR'S OFFICE**

555 UNION AVENUE NEW WINDSOR, NEW YORK 12553
(845) 563-4610 FAX: (845) 420-6336
NEWWINDSOR-NY.GOV

STEPHEN A. BEDETTI, TOWN SUPERVISOR

February 8, 2024

Gilbert J. Piaquadio, Supervisor
Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Re: Inter-Municipal Loan of Equipment – Portable Generators

Dear Supervisor Piaquadio:


This will confirm the agreement between Town of New Windsor and Town of Newburgh for Town of New Windsor's sharing of its portable generator(s) with Town of Newburgh, on a temporary basis, without payment or consideration upon the request of the Town of Newburgh.

The portable generator(s) shall always be first available to Town of New Windsor. Therefore, assuming the generators are not in use by Town of New Windsor, the portable generator(s) will be available to Town of Newburgh, on a temporary basis at Town of Newburgh's request, on dates and times to be mutually agreed upon by the heads of our respective Water and/or Engineering Departments.

Prior to the loan of any portable generator, Town of Newburgh shall provide Town of New Windsor with a General Liability Acord naming Town of New Windsor as an additional insured on its policy, with respect to the use and operation of said portable generator(s). The coverage period shall commence as of the date of your signature and end December 31, 2024, or such earlier date as the Town of Newburgh's liability insurance coverage terminates.

Please indicate the Town of Newburgh's acknowledgement and agreement to the loan and insurance condition by signing and returning the enclosed counterpart of this letter.

Yours truly,


Stephen A. Bedetti
Town Supervisor
Town of New Windsor

Acknowledged and Agreed:

Town of Newburgh

By: _____
Gilbert J. Piaquadio, Supervisor

SAB/jtm
Enc.

cc: **Doreen Casey, Comptroller**
Michael W. Weeks, P.E.
John Egitto, Chief Operating Engineer, CAMO Pollution Control, Inc.

Town of Newburgh

Section 97 Block 2 Lots 14.1, 19.2 and 37.2

OUTSIDE USER AGREEMENT

AGREEMENT made this ____ day of _____, 2024, by and between the TOWN OF NEWBURGH, a municipal corporation of the State of New York, with principal offices located at 1496 Route 300, Newburgh, New York, 12550, for an on behalf of the CROSSROADS CONSOLIDATED SEWER DISTRICT (hereinafter the "TOWN")

AND

UNITY PLACE NEWBURGH LLC., a New York limited liability company having an address at 95 Chestnut Ridge Road, Montvale, New Jersey 07645 (hereinafter the "OUTSIDE USER").

WITNESSETH

WHEREAS, the OUTSIDE USER is the owner of real property located on Unity Place and Old Little Britain Road in the Town of Newburgh, County of Orange, State of New York, consisting of approximately 14.9 acres and shown on the Tax Maps as Section 97, Block 2, Lots 14.1, 19.12 and 37.2, (hereinafter the "PREMISES"), and

WHEREAS, the PREMISES have received final conditional approval from the TOWN's PLANNING BOARD (the "PLANNING BOARD") for a site plan containing a single building to be used as a warehouse/distribution facility containing approximately 154,700 square feet of floor area , (the "PROPOSED BUILDING") described in greater detail on a site plan dated May27, 2023 last revised June 16, 2023 and entitled "Unity Place Warehouse" (the "SITE PLAN"), and

WHEREAS, the Planning Board's approval of the SITE PLAN contemplates the connection of the PROPOSED BUILDING to the municipal sewer system, and

WHEREAS, the TOWN has agreed to provide sewer service to the PROPOSED BUILDING provided the OUTSIDE USER installs all required sewer facilities to bring sewer service to the project from an existing sewer main located in Unity Place, as well as all necessary facilities on the property, all such installations are to be at no cost to the TOWN, and in accordance with all applicable governmental regulations, and

WHEREAS, OUTSIDE USER shall pay to the TOWN the sum of ONE HUNDRED SEVENTY SIX SIX HUNDRED TWENTY FIVE AND NO/100 (\$176,625.00) DOLLARS for and on behalf of the Crossroads Consolidated Sewer District as consideration for the TOWN entering into this agreement to provide sewer service, the payment terms set forth hereinafter in this agreement, and

WHEREAS, the OUTSIDE USER indicates its consent to the provisions contained herein by execution of this agreement.

NOW THEREFORE, in consideration of the provisions set forth herein, the TOWN and the Owner agree as follows:

1. The TOWN, subject to available treatment capacity at the time of actual connection, the notice and other applicable provisions of the Inter-municipal Sewer Agreement between the TOWN and the City of Newburgh (the "CITY") dated May 4, 2004, and all necessary federal, state and county approvals and any sewer connection moratorium that the TOWN may legally impose, agrees to provide sewer service to the PROPOSED BUILDING provided that the OUTSIDE USER brings the required sewer facilities to the PROPOSED BUILDING from a location designated by the TOWN, and further provided that the OUTSIDE USER installs all other required facilities necessary so that the TOWN can accept the sewerage flow from the PREMISES, all at the sole cost and expense of the OUTSIDE USER. All such installations are to be made in accordance with all applicable state, county and TOWN and CITY requirements and be acceptable to the Town Engineer. In the event that the installation requires

direct connection to CITY facilities, the OUTSIDE USER shall obtain at its sole cost and expense all required CITY permits and approvals for such connection prior to the commencement of construction. In the event the installation requires work in a New York State or Orange County highway right of way, the OUTSIDE USER shall obtain at its sole cost and expense all required permits and approvals from the appropriate State or County agency prior to the commencement of construction.

2. The OUTSIDE USER agrees to provide the TOWN with a certification from a New York State licensed Professional Engineer acceptable to the TOWN, certifying to the TOWN that the installation of the sewerage facilities is in accordance with all applicable state, county, TOWN and CITY requirements. The OUTSIDE USER agrees further to deliver to the TOWN with three sets of "as built" plans for the sewer system, in form acceptable to the Town Engineer, as installed by the OUTSIDE USER. Final acceptance by the TOWN of the sewerage facilities shall not relieve the OUTSIDE USER from responsibility for any defects in design, materials or workmanship.

3. The OUTSIDE USER agrees that it shall use the connection to the TOWN'S sewer system solely for the disposal of sanitary sewage. The OUTSIDE USER further agrees that it will comply with all laws, rules and regulations governing use of TOWN sewers, including but not limited to those laws, rules and regulations contained in the TOWN's and CITY's Codes.

4. The OUTSIDE USER agrees to pay to the TOWN in consideration of this Agreement the sum of ONE HUNDRED SEVENTY SIX SIX HUNDRED TWENTY FIVE AND NO/100 (\$176,625.00) DOLLARS. Payment is to be made in accordance with the following schedule.

(A) SEVENTY FIVE THOUSAND SIX HUNDRED NINETY SIX AND NO/100

(\$75,696.00) DOLLARS upon the execution of this agreement, and;

(B) SEVENTY FIVE THOUSAND SIX HUNDRED NINETY SIX AND NO/100 (\$75,696.00) DOLLARS prior to the Chairman of the Planning Board signing the Final Site Plan, and;

(C) TWENTY FIVE THOUSAND TWO HUNDRED THIRTY THREE AND NO/100 (\$25,233.00) DOLLARS shall be paid to the TOWN prior to the issuance of a building permit for construction of the PROPOSED BUILDING.

Payments made upon the execution of this Agreement shall be refunded to the OUTSIDE USER if final approval of the SITE PLAN is not granted by the PLANNING BOARD, provided any and all vested rights with regard to SITE PLAN and related approvals are surrendered by instrument(s) satisfactory to the TOWN, by all interested parties.

5. Upon the execution of this Agreement by all parties, an original shall be recorded in the Office of the Clerk of the County of Orange to provide notice of the terms and provisions of this Agreement to all subsequent owners of all or any portion of the PREMISES or the PROPOSED BUILDING. OUTSIDE USER shall execute and deliver all additional documents required for the recording of this Agreement. OUTSIDE USER shall pay or reimburse the recording costs.

6. This Agreement is subject to and contingent upon the OUTSIDE USER commencing construction of the required sewer facilities on or before the three (3) year anniversary of the date of this Agreement (the "CONSTRUCTION COMMENCEMENT DATE"), which CONSTRUCTION COMMENCEMENT DATE shall be automatically extended for one (1) additional year if in the sole discretion of the TOWN, the OUTSIDE USER is pursuing the PROJECT diligently. If construction of the sewer facilities is not commenced on

or before the CONSTRUCTION COMMENCMENT DATE or any permitted extension thereof, the TOWN has the authority, in its sole discretion, to cancel this Agreement.

7. The OUTSIDE USER agrees that in the event that the OUTSIDE USER, or OUTSIDE USER'S contractor, causes any damage to the sewer lines, facilities or property of the TOWN arising during OUTSIDE USER'S connection to the TOWN's sewer system that OUTSIDE USER will indemnify, save, and hold the TOWN harmless and pay any damages that arise to the TOWN'S facilities during the hookup including any expenses that may be incurred in enforcing this Agreement, including but not limited to reasonable fees of the TOWN'S attorney and court costs. OUTSIDE USER further agrees that before it enters into any agreement with a contractor with respect to such hookup work that it shall require the contractor to provide the TOWN with a certificate of insurance running to the TOWN providing for payment for any damages arising to the Town's facilities, including reasonable attorneys' fees.

8. The OUTSIDE USER agrees to pay such fees and charges for sewer service including, but not limited to, bonding charges for capital improvements and operation and maintenance charges or sewer rents, as the TOWN may charge provided that said fees and charges are determined on the same basis and are at the same rate as users within the area of the former Crossroads Sewer District within the Crossroads Consolidated Sewer District of the TOWN (hereinafter "CROSSROADS"). The TOWN will forward bills to the address set forth on the tax rolls for the PREMISES according to the same schedule as other users receiving service from CROSSROADS. The OUTSIDE USER agrees to pay all charges in accordance with the payment schedule set forth on said bill.

9. The OUTSIDE USER agrees that commencing with the assessment roll and special assessment roll prepared by the TOWN for taxable status date March 1, 2024 and

thereafter, all lands and improvements making up the PREMISES shall be assessed, taxed and charged amounts equivalent to those which would be assessed by the TOWN if the said lands and improvements were situated within CROSSROADS or any extension thereto and OUTSIDE USER agrees to timely pay said charges. OUTSIDE USER agrees that commencing with the bills issued based upon the assessment roll, all said charges for sewer service to the lands and improvements contained in the PREMISES shall be levied and collected as if the lands and improvements were within GIDNEY or any extension thereto. Notwithstanding the foregoing, the TOWN may commence billing sewer bond charges to the OUTSIDE USER for the next billing period following the execution of this Agreement and thereafter.

10. If the OUTSIDE USER or any subsequent owner of all or any portion of the PREMISES, shall default in the obligation to pay any of the charges set forth in this Agreement and does not cure such default within ten (10) days after receipt of written notice of such default, a lien therefore shall attach to the OUTSIDE USER'S or subsequent owner's property within the PREMISES and the PREMISES effective on recording of notice thereof in the Office of the Clerk of the County of Orange. Such lien shall be superior and prior in time to all liens recorded subsequent to recordation of this Agreement as if any such lien had been recorded concurrently with this Agreement. In the event those charges are not paid within ten (10) days after the receipt of written notice of default, all rights of the OUTSIDE USER, its heirs, successors or assigns or a subsequent owner to receive sewer service under this Agreement shall cease and the TOWN reserves the right, in addition to all other remedies, to immediately discontinue the service. TOWN officials thereupon shall have the authority to enter upon the PREMISES in order to disconnect and block off the service connection, and the OUTSIDE USER acknowledges and agrees that such disconnection and discontinuance of service shall not constitute a sewer or public health emergency. The TOWN may, at its option, enter unpaid operation and maintenance charges and special assessments upon the property tax bill for the

PREMISES.

11. The TOWN shall have and OUTSIDE USER hereby expressly grants to it, all legal and equitable remedies now or hereafter available to such a municipality against the property and the owners thereof who shall default in the payment of any tax, service charge or assessment payable to it, to the same extent and with the same effect as such legal and equitable remedies could be asserted and pursued by the municipality against OUTSIDE USER and OWNER were the PREMISES located within GIDNEY or any extension thereto.

12. This Agreement pertains solely to sewer service to the PROPOSED BUILDING, which has a floor area of approximately 154,700 square feet in the aggregate, and shall not be construed to grant any entitlement to sewer service to any addition or expansion to such PROPOSED BUILDING on the PREMISES or to any other building, structure or facility constructed or installed on the PREMISES.

13. Within sixty (60) days of the submission of a written request by the TOWN, the OUTSIDE USER agrees to submit to the TOWN a properly executed and valid petition for the extension of CROSSROADS, or such other sewer district as the Town may determine appropriate, to include the PREMISES together with such other documents as may be necessary for the TOWN to proceed with a district extension, including but not limited to a map, plan and report prepared by a New York State licensed engineer. The OUTSIDE USER acknowledges that the TOWN shall determine when, if ever, it deems it appropriate to proceed with the district extension.

14. The TOWN'S agreement to provide sewer service is subject to the availability of treatment capacity at the time of actual connection of the PROPOSED BUILDING. Nothing

herein contained shall assure availability of treatment capacity at the City of Newburgh's sewage treatment plants for treatment of sewage from the PREMISES. The permitting of OUTSIDE USER to connect to the TOWN's sewer facilities is predicated upon and subject to capacity at the sewage treatment plant in excess of that required by users within the TOWN's sewer districts at the time of connection and such permits and approvals as are required by the CITY, agencies of Orange County and New York State for the granting of connection permits to the premises by the TOWN, such permits and approvals being the sole responsibility of OUTSIDE USER to obtain at its expense. OUTSIDE USER agrees to hold the TOWN harmless from claims arising from any absence of treatment capacity for the PROJECT'S sewage. Nothing contained in this Agreement shall be construed to afford the OUTSIDE USER the right to compel the TOWN to enforce its agreement with the CITY.

15. Any and all notices shall be addressed to the parties at the address set forth in the beginning of this Agreement or to such other address as may hereinafter be designed in writing by either party to the other.

16. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

17. This Agreement is in addition to and not in limitation of any other rights and remedies the TOWN may have by virtue of any other instrument, by law or otherwise. This

Agreement is executed in, and shall be construed in accordance with the laws of the State of New York.

18. This Agreement and its amendments may be executed in multiple counterparts, with each counterpart to be deemed an original, but all multiple copies together constituting one and the same instrument.

19. The invalidity or unenforceability of any provision(s) of this Agreement will not affect the validity or enforceability of any other provision(s).

20. This Agreement runs with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE TOWN OF NEWBURGH

By: _____
Gilbert J. Piaquadio, Supervisor

UNITY PLACE WAREHOUSE LLC

By: _____
_____, Member/Manager

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

On the ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert J. Piaquadio, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

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

On the ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK

Schedule "A"

All that certain plot, piece or parcel of land, situate, lying and being in the the City of Newburgh, County of Orange, and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly right of way of Old Little Britain Road, said point being the southwesterly corner of Lot # 7 as shown on a subdivision plat entitled "Subdivision and Lot Line Change-Proposed Lots for Webb, Yu, Tighe" filed in the Orange County Clerk's Office as Map 236-01, and running thence:

1. Along the westerly line of said Lot # 7 as shown on said "Subdivision and Lot Line Change-Proposed Lots for Webb, Yu, Tighe," N 16°14'18" E distant 780.20 feet; thence
2. Along the southerly line of said Lot # 7 as shown on said subdivision plat noted in course #1 above, N 74°01'12" W distant 150.19 feet; thence
3. Along the westerly line of Lot # 6 as shown on said subdivision plat noted in course #1 above, N 15°46'22" E distant 419.50 feet; thence
4. Along the westerly line of Lot #2 as shown on a subdivision plat entitled "Survey and Subdivision for Lands of Newburgh Auto Park, LLC," filed in the Orange County Clerk's Office as Map 386-21, N 16°16'06" E distant 43.19 feet to an iron pin; thence
5. Along the southerly line of said Lot #2 as shown on said subdivision plat noted in course #4 above, N 68°52'16" W distant 115.22 feet to an iron pin; thence
6. Along the easterly line of lands n/f Newburgh Auto Park, LLC (Tax Lot 97-2-37.1), being Lot #1 as noted on said subdivision plat noted in course #4 above, N 48°55'52" E distant 359.04 feet to an iron pin; thence
7. Along the southwesterly right of way of Unity Place, S 41°04'08" E distant 186.95 feet; thence
8. Along the same, S41°04'08" E distant 190.29 feet to a point of curvature; thence
9. Along the same, southeasterly, on a curve to the right having a radius of 225.00 feet and an arc length of 26.43 feet to an iron pin; thence
10. Continuing on the same, southerly, on a curve to the right having a radius of 225.00 feet and an arc length of 190.42 feet to a point of tangency; thence
11. Along the westerly right of way of Unity Place, S 14°09'05" W distant 225.81 feet to the northeasterly corner of Lot #7 as shown on said subdivision plat noted in course #2 above; thence
12. Along the same, S 14°09'05" W distant 1,006.59 feet, to a point of curvature; thence
13. Southwesterly, on a curve to the right having a radius of 15.00 feet and an arc length of 25.76 feet a point of tangency; thence
14. Along the northerly right of way of Old Little Britain Road, N 67°26'45" W distant 194.21 feet to a point of curvature; thence
15. Along the same, westerly, on a curve to the right having a radius of 500.60 feet and an arc length of 191.29 feet, back to the point or place of BEGINNING.

#10D

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gerald Canfield, Code Compliance Supervisor
FROM: Patrick J. Hines, Representative, Engineers for the Town
DATE: 23 February 2024
RE: Matrix I 84 Distribution Center Stormwater Management Facilities Security
Town of Newburgh Planning Board #22-29
State Route 17K
SBL: 86-1-97 & 89-1-66 & 69.11

The project has conditional approval for the construction of a 595,900 square foot warehouse facility with access off of NYS Route 17K. The applicant's representative Langan Engineers has provided a cost estimate for stormwater management facilities proposed to serve the project. The cost estimate was based on a template provided by MHE Engineering for our standard unit cost utilized in the Town of Newburgh. A cost estimate of \$2,778,772.50 has been provided. Security in that amount must be established prior to the project being stamped final by the Planning Board.

An inspection fee in accordance with the Town of Newburgh's prevailing fee schedule is required. A 4% inspection fee is required based on the Town Code. This equates to an inspection escrow deposit required in the amount of \$111,150.90. We request the Town Board establish the stormwater security and inspection escrow based on the above referenced amounts. The establishment of stormwater security requires Town Board action.

If you have any questions or comments I am available to discuss this with you further.

Cc: Ron Clum, Town Accountant
Jerry Canfield, Code Compliance Supervisor
John Ewasutyn, Planning Board Chairman
Lisa Ayers, Town Clerk

Enclosures: Stormwater Improvement Cost Estimate

Project Name: Matrix I-84 Distribution Center
 Planning Board No.: 2022-29

Municipality: Town of Newburgh
 Date: 12/5/2023

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Drainage							
Catch Basin (Standard Depth)	EA	\$ 4,888.00	30	\$ 146,640.00		\$ -	\$ 146,640.00
Catch Basin (Depth > 8 feet)	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -	\$ 6,000.00
Stormwater Manhole (Standard Depth)	EA	\$ 5,428.00	19	\$ 103,132.00		\$ -	\$ 103,132.00
Stormwater Manhole (Depth > 8 feet)	EA	\$ 7,000.00	1	\$ 7,000.00		\$ -	\$ 7,000.00
Stormwater Pipe (HDPE - 12")	LF	\$ 50.00	339	\$ 16,950.00		\$ -	\$ 16,950.00
Stormwater Pipe (HDPE - 15")	LF	\$ 75.00	618	\$ 46,350.00		\$ -	\$ 46,350.00
Stormwater Pipe (HDPE - 18")	LF	\$ 92.00	478	\$ 43,976.00		\$ -	\$ 43,976.00
Stormwater Pipe (HDPE - 24")	LF	\$ 101.75	1,236	\$ 125,763.00		\$ -	\$ 125,763.00
Stormwater Pipe (HDPE - 30")	LF	\$ 122.00	3,548	\$ 432,856.00		\$ -	\$ 432,856.00
Stormwater Pipe (RCP, 15")	LF	\$ 81.75	186	\$ 15,205.50		\$ -	\$ 15,205.50
Rip Rap Drainage Channel	CY	\$ 120.00	400	\$ 48,000.00		\$ -	\$ 48,000.00
Permanent Stone Check Dam	EA	\$ 250.00	8	\$ 2,000.00		\$ -	\$ 2,000.00
Concrete Headwall	EA	\$ 8,280.00	7	\$ 57,960.00		\$ -	\$ 57,960.00
Anti-seep Collar	EA	\$ 1,000.00	2	\$ 2,000.00		\$ -	\$ 2,000.00
CDS	EA	\$ 14,000.00	2	\$ 28,000.00		\$ -	\$ 28,000.00
Outflow Control Structure	EA	\$ 4,800.00	3	\$ 14,400.00		\$ -	\$ 14,400.00
35"x24" ECMP	LF	\$ 300.00	145	\$ 43,500.00		\$ -	\$ 43,500.00
8" Roof Leader	LF	\$ 38.00	1,040	\$ 39,520.00		\$ -	\$ 39,520.00
10" Roof leader	LF	\$ 40.00	260	\$ 10,400.00		\$ -	\$ 10,400.00
Underground Infiltration System	CF	\$ 4.00	248,130	\$ 992,520.00		\$ -	\$ 992,520.00
Bioretention Basins	SF	\$ 10.00	59,660	\$ 596,600.00		\$ -	\$ 596,600.00
Total				\$ 2,778,772.50		\$ -	\$ 2,778,772.50

#10E

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gerald Canfield, Code Compliance Supervisor

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

DATE: 23 February 2024

RE: Matrix I 84 Distribution Center Soil Erosion & Sediment Control Securities
Town of Newburgh Planning Board #22-29
State Route 17K
SBL: 86-1-97 & 89-1-66 & 69.11

The subject project has conditional approval for the construction of a 595,900 square foot warehouse facility located off of NYS Route 17K. The applicant's representative Langan Engineers has provided a cost estimate for soil erosion & sediment control activities required on the project site. The cost estimate is based on a template provided by MHE Engineering for standard unit cost in the Town of Newburgh. A cost estimate of \$246,119.00 has been provided. Security in that amount must be established prior to the project being stamped final by the Planning Board.

An inspection fee in accordance with the Town of Newburgh's prevailing fee schedule is required. A 4% inspection fee is required based on the Town Code. This equates to an inspection escrow deposit required in the amount of \$9,845.00. We request the Town Board establish the erosion and sediment control security and inspection escrow based on the above referenced amounts. The establishment of soil erosion & sediment control security requires Town Board action.

If you have any questions or comments I am available to discuss this with you further.

Cc: Ron Clum, Town Accountant
Jerry Canfield, Code Compliance Supervisor
John Ewasutyn, Planning Board Chairman
Lisa Ayers, Town Clerk

Enclosures: Soil Erosion & Sediment Control Cost Estimate

Project Name: Matrix I-84 Distribution Center
 Planning Board No.: 2022-29

Municipality: Town of Newburgh
 Date: 12/5/2023

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
<u>Erosion Control</u>							
Silt Fence	LF	\$ 6.50	9,900	\$ 64,350.00		\$ -	\$ 64,350.00
Construction Fence	LF	\$ 3.00	8,000	\$ 24,000.00		\$ -	\$ 24,000.00
Fiber Roll	LF	\$ 15.00	2,257	\$ 33,855.00		\$ -	\$ 33,855.00
Stabilized Construction Entrance	SY	\$ 25.00	571	\$ 14,275.00		\$ -	\$ 14,275.00
Temporary Seeding	AC	\$ 1,500.00	14	\$ 20,400.00		\$ -	\$ 20,400.00
Inlet Protection	EA	\$ 300.00	34	\$ 10,200.00		\$ -	\$ 10,200.00
Temporary Sediment Basin	EA	\$ 10,000.00	3	\$ 30,000.00		\$ -	\$ 30,000.00
Check Dam	EA	\$ 300.00	34	\$ 10,200.00		\$ -	\$ 10,200.00
Concrete Washout	EA	\$ 1,000.00	4	\$ 4,000.00		\$ -	\$ 4,000.00
Diversion Swale	LF	\$ 9.00	3,871	\$ 34,839.00		\$ -	\$ 34,839.00

Total \$ 246,119.00 \$ - \$ 246,119.00

#10F

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: Gerald Canfield, Code Compliance Supervisor

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

DATE: 23 February 2024

RE: Matrix I 84 Distribution Center Clearing & Grading Reclamation Security
Town of Newburgh Planning Board #22-29
State Route 17K
SBL: 86-1-97 & 89-1-66 & 69.11

The subject project has received a clearing and grading permit from the Town of Newburgh Building Department. As part of the Planning Board approval, clearing and grading security in the amount of \$3,500.00 per acre is required. Total acres to be disturbed on the 60 +/- acre parcel of property is 44.5 acres. Based on the above, this office would recommend clearing and grading security in the amount of \$155,750.00. The Planning Board resolution requires an escrow deposit of \$3,500.00 be provided to the Building Department for review of the project during the clearing and grading operation.

The above referenced fees have been received by the Building Department in the form of cash security and inspection fees. We would recommend the Town Board establish the clearing and grading security in the amount of \$155,750.00 with an inspection fee of \$3,500.00. The establishment of the clearing and grading security requires Town Board action.

If you have any questions or comments I am available to discuss this with you further.

Cc: Ron Clum, Town Accountant
Jerry Canfield, Code Compliance Supervisor
John Ewasutyn, Planning Board Chairman
Lisa Ayers, Town Clerk

Enclosures: Clearing & Grading Reclamation Security Calculation

Project Name: Matrix I-84 Distribution Center
Planning Board No.: 2022-29

Clearing and Grading Reclamation Security Calculation

Description	Unit	Unit Cost	Total Quantity	Total Cost
<u>Average of Clearing and Grading</u>	AC	\$ 3,500.00	44.5	\$ 155,750.00

Total \$ 155,750.00

#106

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *juo*
DATE: 15 February 2024
RE: **Meadow Hill Inflow & Infiltration Mitigation**

Based on the recent Town Board approval of surveying services for the above project, I am requesting approval of the following budget transfer:

From: Crossroads S. D. Interfund Transfer
(G5010.8130.9902.5900)
To: Meadow Hill Sewer Repairs
(H7124.5200)
Amount: \$20,000

As the above requires Town Board action, I request that it be placed on the next available agenda.

Cc: R. Clum, Town Accountant
P. Hines, MHE

2/15/24

#10H

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *jwo*
DATE: 15 February 2024
RE: **Livingston Heights (and Old Marlborough Turnpike)
Water Main Extension**

Based on the Town Board authorization of surveying and engineering services, I am requesting Town Board approval of the following budget transfer:

From: C.W.D. Interfund Transfer
(F9902.5900)
To: Livingston Heights W.M. Extension
(TBD)
Amount: \$85,000


As the above requires Town Board action, I request that it be placed on the next available agenda.

Cc: R. Clum, Town Accountant
P. Hines, MHE

#1031

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

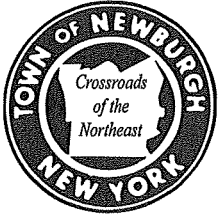
TO: G. Piaquadio, Supervisor & Town Board
FROM: R. Clum, Town Accountant 
DATE: 20 February 2024
RE: **Colden Park Water Main Replacement – Phase 3**

In response to a 20 February 2024 memo from James Osborne, Town Engineer, I am requesting Town Board authorization to use \$2,650,000 of unallocated funds of the Consolidated Water District (CWD) to fund the above referenced project. Repayment to the CWD will be made upon receipt of grant monies for the project.

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

Cc: M. Taylor, Attorney
P. Hines, MHE
J. Osborne, Town Engineer

#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 *MH*
DATE: February 20, 2024
RE: HEO Employee

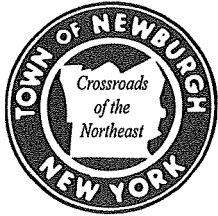
I am requesting permission to be able to post the position of a Full time HEO for the Highway Department. As appropriated in the 2024 budget.

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

MH:ch

cc: Charlene Black, Personnel Department
Ron Clum, Accounting Department

#11B



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 20, 2024
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 & Brush Grinding. 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