

#7A

**TOWN OF NEWBURGH**

**AUDIT # 9**

**DATE: May 13, 2024**

**TOTAL OF ALL PAYMENTS: \$ 1,268,093.14**

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,268,093.14 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 :           **MAY 13 2024**          

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Town Clerk Office

Town Board:

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Town Board Meeting May 13, 2024

**#7B**

**Review Status Report and Budget Status Report for April 2024**



# TOWN OF NEWBURGH RECREATION DEPARTMENT #8A

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: April 24, 2024

RE: 2024 Community Day Fireworks

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The Recreation Department is requesting the Board's approval to select the vendor for the 2024 Community Day Fireworks display. The one quote received was from July 4 Ever & Rocco Polifrone.

We are asking that July 4 Ever & Rocco Polifrone be approved for 2024 as the only bidder of record.

Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner

RECEIVED

APR 12 2024

TOWN OF NEWBURGH  
TOWN CLERKS OFFICE

10:40 AM

JULY 4 EVER  
382 ROCK CUT RD  
WALDEN, NY 12586

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**Proposal for Community Day  
Fireworks Display**

**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: \$13,000.00

2025 Price: \$13,000.00 (at the option of the Town)

2026 Price: \$14,000.00 (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:**

July 4 Ever & Rocco Polifrone

382 Rock Cut Rd

Walden, NY 12586

By: Anthony Esposito, an authorized representative  
Signature

Dated: April 12th, 2024

Print Name & Title

Anthony Esposito

Email Address: NYJuly4ever@gmail.com

Phone Number: 845-564-0184

Fax Number: 845-566-3715

**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:	City of Newburgh
Contact Person:	Robert Van Vlack
Phone #	845-569-7395

2022:

Customer:	Borough of Norwood
Contact Person:	Jordan Padavano
Phone #	201-784-2965

2021:

Customer:	Village of Washingtonville
Contact Person:	Valerie Loudato
Phone #	845-496-3221

2020:

Customer:	Borough of Staten Island
Contact Person:	Renee Sarno
Phone #:	718-816-2133

**B. General Background Information:**

Bidder's Main Office: 382 Rock Cut Rd  
Walden, NY 12586

Manager's Name (Contact): Anthony Esposito

Firm's Legal Name: July 4 Ever Fireworks Inc

Street Address (Box Numbers): 382 Rock Cut Rd

City: Walden

State: New York

Zip: 12586

Telephone Number: 845-564-0184

e-mail address: NYJuly4ever@Gmail.com

Name of assigned site supervisor: Rocco Poilfrone

Telephone number: 845-721-5900

e-mail address: polifrone5@aol.com

**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: July 4 Ever & Rocco Polifrone

382 Rock Cut Rd

Walden, NY 12586

Signature (Authorized): BY: Anthony Esposito

Title: President

Date: 4/12/2024

**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:

**July 4 Ever & Rocco Polifrone**

Bidder's Business Name

By: **Anthony Esposito**

Title: **President**

Date: **4/12/2024**

**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 April 9, 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: February 29, 2024**

**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:

<b><u>Opening Bouquet</u></b>	<b><u>Quantity</u></b>
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 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,*

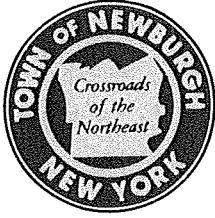
We, the undersigned, have declined to bid on your Request for Bids for Community Day Fireworks Display *for the following reasons:*

- 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 #:



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

#8B Lisa

**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: April 24, 2024

RE: Request to Hire Seasonal Laborer

---

At this time we are requesting your approval to hire Joseph Finch as a Seasonal Laborer. Mr. Finch 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 this position will be on or after May 13<sup>th</sup> ending September 8<sup>th</sup>.

Thank you for your consideration.

Regards,

Jim Presutti  
Commissioner

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JOSEPH FINCH

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: SEASONAL

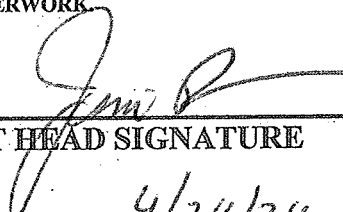
HOURLY RATE: \$17.31

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: A 7140.5100

PROPOSED HIRE DATE: ON OR AFTER MAY 13

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

  
DEPARTMENT HEAD SIGNATURE

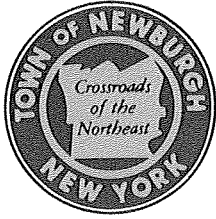
4/24/24  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
5-22-2017



#8C



**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  
FROM: Jim Presutti, Commissioner  
CC: Ronald Clum, Accounting  
DATE: May 2, 2024  
RE: Recreation Department Budget Transfer

---

The Recreation Department is requesting your approval to transfer \$19,700 from the Parkland Trust account to a Capital Project Fund for the replace playground equipment as described in Quote R0071240024 (attached).

Regards,

Jim Presutti  
Commissioner



Miracle Recreation Equip. Co.  
 878 E. US Hwy 60  
 Monett, MO 65708  
 1-888-458-2752

QUOTE: R0071240024

**Prepared For:**

Jim Presutti  
 Town of Newburgh, NY  
 311 Route 32  
 Newburgh, NY 12550  
 (845) 629-8476 (phone)  
 commissioner@townofnewburgh.org

**Project Name & Location:**

**Prepared by:**

PETTINELLI & ASSOCIATES, INC.

95 N. Brownell Rd  
 Williston, VT 05495 USA  
 (802) 862-3002 (phone)  
 playgrdbob@aol.com

**Ship To Address:**

Jim Presutti  
 Town of Newburgh, NY  
 311 Route 32  
 Newburgh, NY 12550  
 (845) 629-8476 (phone)  
 commissioner@townofnewburgh.org

**End User:**

Jim Presutti  
 Town of Newburgh, NY  
 311 Route 32  
 Newburgh, NY 12550  
 (845) 629-8476 (phone)  
 commissioner@townofnewburgh.org

Quote Number: R0071240024  
 Quote Date: 4/30/2024  
 Valid For: 30 Days From Quote Date

**PlayArea\_Q1**

Product line: Freestanding  
 Age group:

**Global defaults**

Accent	SAND
Clamp	FOREST GREEN
Rockite	BEIGE
Slide Canopy	BEIGE
Slide Rockite	BEIGE
Swing Seat	RED
Swing Tot Seat	RED

**Components**

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,537.00	1,537.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	6	10.00	152.00	912.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	3	15.00	223.00	669.00
7146385	GROOVE II SLIDE (5' DECK)	1	200.00	2,435.00	2,435.00
7147265	MOGUL SLIDE-ONE PIECE (5' DECK)	1	200.00	2,683.00	2,683.00
987964BLK	"C" SPRING .438 ATV BIG TOW	1	22.20	196.00	196.00

**Additional Items**

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS BOOK	1	0.00	0.00	0.00

**Parts By Other**

Part Number	Description	Qty	Weight	Unit Price	Total
Installation		1	0.00	5,000.00	5,000.00
Service		1	0.00	5,000.00	5,000.00

**Totals:**

Equipment Weight:	662.20 lbs
Equipment List:	\$8,432.00
Discount Amount:	-\$0.00
Equipment Price:	\$8,432.00
Freight:	\$1,222.69
Installation:	\$0.00
Products by Other:	\$10,000.00
SubTotal:	\$19,654.69
Estimated Sales Tax*:	\$0.00
<b>Grand Total:</b>	<b>\$19,654.69</b>

**Notes:**

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0071240024    **Quote Date:** 4/30/2024    **Equipment:** \$8,432.00    **Grand Total:** \$19,654.69

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

4/30/2024

QUOTE: R0071240024

**Submitted By**

**Printed Name and Title**

**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

**By:**

**Date:**

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidation. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

4/30/2024

QUOTE: R0071240024

Page 3 of 3

#10A



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: 4-29-24

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

FAH

\*Totaling: \$ 50.95

Canine: \$ 50.95

Feline: \$

Other: \$

VOUCHER ID 69533

TONAC

Order No.

DO NOT WRITE IN THIS BOX

Date Voucher Received	
FUND - APPROPRIATION	AMOUNT
TOTAL	
Abstract No.	

VOUCHER NO.

ITEM

FLANNERY ANIMAL HOSPITAL, P.C.  
 789 Little Britain Road  
 New Windsor, NY 12553  
 845-565-PETS (7337)

ANT'S  
ME  
ID  
LESS

TERMS

April 2024 Voucher

Vendor's  
Ref. No.

Qty	Quantity	Description of Materials or Services	Unit Price	Amount
4-21-24		INVA 535 668 8592 2024-04-21 Foster (m)		\$ 50.95
TOTAL				50.95

(See Instructions on Reverse Side)

Jean Tobin

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 50.95 and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

4-24-24

DATE

Jean Tobin

SIGNATURE

Acct. Manager

TITLE

(Space Below for Municipal Use)

DEPARTMENT APPROVAL

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

4-29-24

APPROVAL FOR PAYMENT

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



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

Dr. Longo | Date: 4/22/2024 at 13:17 | Invoice: 5356688592 | Cashier: Jean T

**Client**

Town Of Newburgh 2023- Animal Control  
 (#69533)  
 Tracey ACO  
 645 Gidney Ave  
 Newburgh, NY 12550

**Patient**

2024-04-21 Poodle (#161423)  
 Species: Canine (Poodle, Miniature)  
 Sex: Male | Color:  
 Birth: | Age: | Weight:

**Detailed Visit Information**

Date	Description	Qty	Price	Tax	Total Price
4/21/2024	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
4/22/2024	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

**Subtotal:** \$50.95

**A Message from VCA**

Please note all prescription refill request require at least 24-hour notice . For home delivery, download the myVCA app.

**Invoice Summary**

Patient Name	Total Price	Total Tax	Total Due
2024-04-21 Poodle	\$50.95	\$0.00	\$50.95

Prev Balance:	
Total Due:	\$50.95
Amount Paid:	\$0.00
Amount Due:	

COPIED

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

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

#103



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: 4.25.24

---

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

\*Totaling: \$ 228.58

Canine: \$ 18.00

Feline: \$ 210.58

Other: \$



# TOWN OF NEWBURGH

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

DO NOT WRITE IN THIS BOX

DEPARTMENT Animal Control

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

CLAIMANT'S NAME AND ADDRESS  
**Newburgh Veterinary Hospital**  
 1716 Route 300  
 Newburgh, NY 12550  
 (845)564-2660

TERMS Net 30 Days

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

<u>Canine</u>		Description of Materials or Services	Unit Price	Amount
Dates	Quantity			
4/24/24	888955			18.00
			TOTAL	18.00

### CLAIMANT'S CERTIFICATION

I, Dora M. Cast, certify that the above account in the amount of \$ 18.00 is true and correct; that the date, services and disbursements charged were rendered to or for the municipality on the date stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

4/24/24 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.

4-25-24 Date      [Signature] Authorized Official

### APPROVAL FOR PAYMENT

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

\_\_\_\_\_  
Date      [Signature] 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 - canine  
645 Gidney Ave  
Newburgh, NY 12550  
(845) 561-3344

**Printed:** 04-24-24 at 4:51p  
**Date:** 04-24-24  
**Account:** 19984  
**Invoice:** 888955

Date	For	Qty	Description	Price	Discount	Net Price
04-24-24	18-24	1	CANINE RABIES / 1YEAR	60.00	42.00	18.00 **
Total charges, this invoice...						18.00
**Total discount included: 42.00						

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

Reminders for: 18-24	Last done
04/25	CANINE RABIES / 3 YEAR
10/24	Spay your pet at 5-6 months
10/24	Canine Kennel Cough Vacc -1 ye
10/24	FECAL EXAM
04/24	Pro-Heart 12 (51-100lbs)
10/23	HEARTWORM TEST
08/23	CANINE DIST/A2/PI/PARVO 1Y

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.

04/24/24

**TOWN OF NEWBURGH**

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

**DO NOT WRITE IN THIS BOX**

DEPARTMENT Animal Control

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

CLAIMANT'S NAME AND ADDRESS  
Newburgh Veterinary Hospital  
1716 Route 300  
Newburgh, NY 12550  
(845)564-2660

TERMS Net 30 Days

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

<u>Feline</u>				
Date	Quantity	Description of Materials or Services	Unit Price	Amount
4/17/24	888071			152.50
4/24/24	888919			58.08
			<b>TOTAL</b>	<b>210.58</b>

**CLAIMANT'S CERTIFICATION**

Dora M Cast certify that the above account in the amount of \$ 210.58 is true and correct that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

4/24/24  
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.

4.25.24  
Date

[Signature]  
Authorized Official

**APPROVAL FOR PAYMENT**

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

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

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

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

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

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

**Printed:** 04-24-24 at 4:52p  
**Date:** 04-17-24  
**Account:** 4417  
**Invoice:** 888071

Date	For	Qty	Description	Price	Discount	Net Price
04-17-24	Yang 9c-24	1	Weight Monitoring			0.00
04-17-24		1	CONSULT / EXAM - Sick	97.50	62.50	35.00 **
04-17-24			DIAGNOSIS: Periodontal disease grade 4/4			0.00
04-17-24		1	Pre-Op Screen w/SDMA <7yrs SA0	144.00	72.00	72.00 **
04-17-24		1	FelLV/ FIV Elisa SA260	148.00	102.50	45.50 **

Total charges, this invoice...

152.50

\*\*Total discount included: 237.00

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

Reminders for: **Yang 9c-24** (Weight: 8.0 lbs - 6y) Last done

10/24	Rabies/Purevax Feline 1yr
10/24	Spay your pet at 5-6 months
10/24	FECAL EXAM
07/18	Rhinotracheitis/Pan/leuk/Calic

### Doctor's Instructions

#### **Periodontal disease grade 4/4**

Your pet has severe periodontal disease. To prevent further health problems, please be sure to schedule a dentistry as soon as possible

#### **Yang 9c-24's weight history** (in lbs)

04-17-24	8.00
----------	------

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

# 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:** 04-24-24 at 10:42a  
**Date:** 04-24-24  
**Account:** 4417  
**Invoice:** 888919

Date	For	Qty	Description	Price	Discount	Net Price
04-23-24	Morgan Treeman	0.45	Convenia Inject / ml Hosp	70.95	35.47	35.48 **
04-23-24		0.50	Depo-Medrol Inject /ml Hosp	45.20	22.60	22.60 **
04-23-24		1	Weight Monitoring			0.00
Total charges, this invoice...						58.08
**Total discount included: 58.07						

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

Reminders for: **Morgan Treeman** (Weight: 11.5 lbs - 5y) Last done

03/25	Feline Rhino/Panleuk/Calici I/	
03/25	Rabies/Purevax Feline 1yr	03-17-24
09/24	FECAL EXAM	

### Morgan Treeman's weight history (in lbs)

04-23-24	11.50
----------	-------

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.



#11



## TOWN OF NEWBURGH

---

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board

From: Charlene M Black, Personnel

Date: May 1, 2024

Re: Deputy Town Clerk

---

Please find attached a letter and Employee Request form from Town Clerk, Lisa Ayers requesting the approval to hire Dominique Rivera to the position of 2<sup>nd</sup> Deputy Town Clerk. Since Ms. Rivera is already an employee in the Town Clerk's Office, she has the bare minimum paperwork to do. We are anticipating a start date of May 20, 2024, and a starting salary of \$21.6677 per hour..



# TOWN OF NEWBURGH

---

1496 Route 300, Newburgh, New York 12550

845-564-4554

Fax: 845-564-8589

e-mail: [lisaayers@townofnewburgh.org](mailto:lisaayers@townofnewburgh.org)

**Lisa M. Vance Ayers**

To: <sup>Town Clerk</sup> Supervisor Piaquadio  
Town Board

**From:** Lisa M. Vance Ayers Town Clerk

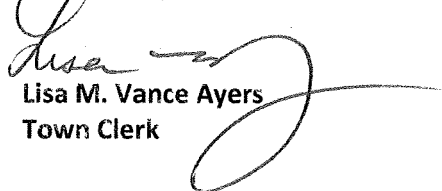
**Date:** May 8, 2024

**Re:** Second Deputy Appointment

**Mr. Supervisor and Town Board,**

Due to a vacancy for the second deputy position, I am going to appoint Dominique Rivera to serve as my Second Deputy. Mrs. Rivera will be in the towns management package with a starting salary of \$21.6677 per hour, with a starting date of May 20, 2024. Mrs. Rivera will not need to do a background or physical as she is currently a town employee and has completed those already.

Respectfully,

  
Lisa M. Vance Ayers  
Town Clerk

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Dominique Rivera

DEPARTMENT: Town Clerk

TITLE OF POSITION: 2nd Deputy

FULL TIME OR PART TIME: full Time

HOURLY RATE: 21.6677

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 001.1410.00

PROPOSED HIRE DATE: \_\_\_\_\_

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

May 8, 2024  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT



#12



**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**

May 7<sup>th</sup>, 2024

To: Newburgh Town Board

From: Chief Bruce Campbell

Purpose: Purchase Livescan Fingerprint equipment and software.

I am requesting permission to purchase Livescan Fingerprinting equipment and the necessary software and accessories from Biometrics4all in the amount of \$23,786.50. The purchase of this equipment will be refunded by a grant we have already been approved for by the Department of Criminal Justice Services. This equipment is compatible with our current equipment and Biometrics4all also provided a sole source letter (attached) that was also approved by the granting agency.( Budget Line 3120.5200).

Donald B. Campbell  
Chief of Police



Biometrics4ALL, Inc. (U.S. FEIN: 20-2609462)  
 18300 Von Karman Ave, Suite 700, Irvine, CA 92612  
 Phone: 714-568-9888 Option 3 (Sales)

**QUOTE ACCEPTED**

(Sign Here): \_\_\_\_\_

(Print Name): \_\_\_\_\_ Date: \_\_\_\_\_

Bill To:
Town of Newburgh Police Department Lt. Adam Zeilberger azeilberger@townofnewburghpd.org   azeilberger@townofnewburghpd.org 300 Gardnertown Rd Newburgh, NY 12550

Ship To:
Town of Newburgh Police Department Lt. Adam Zeilberger azeilberger@townofnewburghpd.org   azeilberger@townofnewburghpd.org 300 Gardnertown Rd Newburgh, NY 12550

Date	Estimate Number	Representative	Net Terms	Delivery	Std. Contract (if Applicable)
04/19/2024	20240419142440	EC	Net 30	Ground	PT65343

Part Number	Description	Qty	Unit Price	Extended Price	Tax
LS4G-Criminal	LiveScan 4th Gen Software-Criminal TOT Module *** CARAAR, CARJDR, CARCIR, CARSOR, FBICRM	1	\$2,240.00	\$2,240.00	No
HW-DT-P-Mon-Pro	Hardware-Desktop-Performance with Windows Pro (with 20-22" Monitor)	1	\$1,192.90	\$1,192.90	Yes
HW-Scan-500	Hardware-Scanner-Crossmatch 500	1	\$8,271.30	\$8,271.30	Yes
LS4G-Photo	LiveScan 4th Gen Software-Photo Module *** Mugshot and SMT	1	\$560.00	\$560.00	No
HW-SignPad	Hardware-Electronic Signature Pad	1	\$481.90	\$481.90	Yes
LS4G-SIG	LiveScan 4th Gen Software-Electronic Signature Module	1	\$560.00	\$560.00	No
SVCS-CFG	Services-Configuration	1	\$655.20	\$655.20	No
LS4G-Data-1WayExist	LiveScan 4th Gen Software-Data 1 Way (Existing) *** Optional One or Two way existing data import (e.g. NY SJS)	1	\$1,400.00	\$1,400.00	No
HW-CamDSLR	Hardware-Camera-Digital SLR Camera *** Optional with Cabinet, Remove Line 5 if purchasing with Cabinet	1	\$663.60	\$663.60	Yes
HW-Cab	Hardware-Cabinet-Electric Height Adjustable Cabinet/Kiosk	1	\$4,276.00	\$4,276.00	No
HW-Cab-CamBox	Hardware-Cabinet-Parts-Camera Enclosure for Camera and Ring Flash	1	\$414.40	\$414.40	Yes
SVCS-ONSITEUS	Services Method-One Day Onsite Service anywhere in the U.S. (includes Travel and Expenses)	1	\$2,055.20	\$2,055.20	No
NNY Ship-Cab	Shipping-Ground for Cabinet *** Shipping for Cabinet is an estimate, actual amount will be billed	1	\$800.00	\$800.00	No
NNY Ship-L	Shipping-Ground for Large Package	4	\$54.00	\$216.00	No
NNY-Maint-Warr	Maintenance-Initial Year Warranty	1	\$0.00	\$0.00	No
Misc	*** After initial one year warranty (pick one of the 2 options)				
NNY-Maint-9X5-SW-Crim	Maintenance-9X5 Software Only Support Criminal *** Software only Coverage	0	\$1,450.00	\$0.00	No
NNY-Maint-9X5-Remote	Maintenance-9 X 5 (8am - 5pm, M-F) Remote with Cross Ship *** Software and Hardware Coverage	0	\$2,180.00	\$0.00	No

For additional assistance, please contact our sales team Phone: (714) 568-9888, Option 2 Fax: (866) 888-8768 Email: sales@biometrics4ALL.com Website: www.Biometrics4ALL.com	OS: 20191222	Sub Total:	\$23,786.50	
	PT: CoNY		\$0.00	(0.00%)
			\$0.00	(0.00%)
		(Prepaid Maint.	\$0.00	
		(subject to change) Sales Tax:	Tax Exempt	(0.000%)
	Total:	\$23,786.50		

TERMS & CONDITIONS: Prices are confidential and remain valid for 90 days, thereafter subject to change, PO (Net 30), EFT, ACH, or Check (no Credit Card). Late payments will incur a 1.5% monthly charge. Biometrics4ALL Inc. retains the right to specify or modify components/brands with equivalent performance without prior notification. Customers are accountable for all data communications lines, networks, and equipment. The estimated useful life of computer hardware is 4 to 5 years for laptops, 5 to 6 years for desktops, and 8 to 15 years for scanners and peripherals. Unless otherwise specified, the Support End of Life (EOL) is 10 years or the manufacturer's support life, whichever is shorter; laptops have a 5-year EOL, while desktops have a 6-year EOL. All systems are accompanied by a one-year 9X5 Cross Ship Warranty, with options for additional coverage. Maintenance Plans must be consistently maintained, and Biometrics4ALL reserves the exclusive right to reinstate disrupted Maintenance coverage (subject to a Reinstatement Fee). Physical damage or abnormal usage of hardware are excluded from coverage under any Maintenance Plan or Warranty.

April 3, 2024

To Whom It May Concern:

Dear Sir/Madam,

Biometrics4ALL is thankful to have been the provider of Live Scan products and services to your agency. Biometrics4ALL is the manufacturer of the LiveScan 4<sup>th</sup> Generation (LS4G) fingerprint systems and the Central Management Server (CMS). As the manufacturer, we are the only company that is qualified to provide ongoing maintenance, products, and services sales to your agency.

Our LS4G and CMS systems are extremely sophisticated and have many irreplaceable and time saving features that provide your agency the ability to integrate with multiple scanners, data interfaces, business rules, workflow management, and submissions. Our solution offers the industry's only end-to-end data encryption that provides the maximum data protection for your agency. Our data encryption can only be supported by Biometrics4ALL as this feature is our proprietary technology. Additionally, system setup, software configuration, implementation, deployment, and software upgrade methods are unique to Biometrics4ALL and cannot be duplicated by any other company.

Furthermore, Biometrics4ALL is committed to the continuous improvements of our LS4G LiveScan software, where software upgrades are provided free of charge as part of our maintenance plans. Our commitment to continuous improvement and our ability to deliver sets us apart from others in the industry and has been the cornerstone of our success.

Sincerely,



Edward Chen President,  
C.E.O.  
Biometrics4ALL, Inc.





NEWBURGH TOWN COURT  
311 ROUTE 32  
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7165  
FACSIMILE (845) 564-7171

HON. JUDE T. MARTINI  
TOWN JUSTICE

SAZIYE MUSTAFA  
COURT CLERK TO TOWN JUSTICE

**MEMORANDUM**

TO: Gil Piaquadio, Town Supervisor

FROM: Hon. Jude T. Martini thru  
Saziye Mustafa, Court Clerk

DATE: May 2, 2024

SUBJECT: Unclaimed Overpayment

Please find attached a check for the following items:

**From Fine Account: Check #0321**

<u>Check No.</u>	<u>Date Issued</u>	<u>Pay to the Order of:</u>	<u>Docket No.</u>	<u>Description</u>	<u>Amount</u>
0307	10/11/2023	Pei Liu	22090247	Never Cleared	\$0.20

After six (6) years, unclaimed cash becomes the property of the municipality.

If you have any questions or need additional information, please feel free to contact me directly.

Attachment

cc: Ronald Crum, Town Accountant

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