

#5A

TOWN OF NEWBURGH

AUDIT # 17

DATE: September 11, 2023

TOTAL OF ALL PAYMENTS: \$ 1,686,507.87

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 1,679,316.11 plus the paid prior audit of \$ 7,191.76 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 : SEP 11 2023

Town Clerk Office

Town Board:

Town Board Meeting September 11, 2023

#5B

Review Status Report and Budget Status Report for August 2023

#5C



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

RONALD E. CLUM, CPA
ACCOUNTANT

845-564-5220

Fax: 845-566-9461

E-Mail: rclumaccountant@townofnewburgh.org

To: Gil Piaquadio, Town Supervisor
Cc: Town Board
From: Ronald E. Clum, Town Accountant
Date: September 7, 2023
RE: Crossroads Budget Adjustments

At the next board meeting of September 26, 2023 can you put on the agenda the following budget adjustments.

<u>INCREASE ACCOUNT</u>		<u>DECREASE ACCOUNT</u>	<u>AMOUNT</u>
G5010.9060.5800 Crossroads-Health Ins.	\$50,000	G5010. 8130.5473 Repairs to Coll System	\$25,000.00
		G5010.9902.5900 Interfund Transfers	\$25,000.00

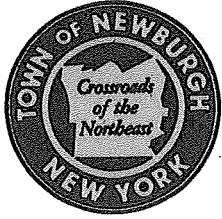
The above transfer dealing with Crossroads Sewers Health Insurance is due to the allocation of the health insurance expense during the 2023 budget process being wrong.

Sincerely,

Ronald Clum

Approved

#6A



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

August 24, 2023

To: Newburgh Town Board

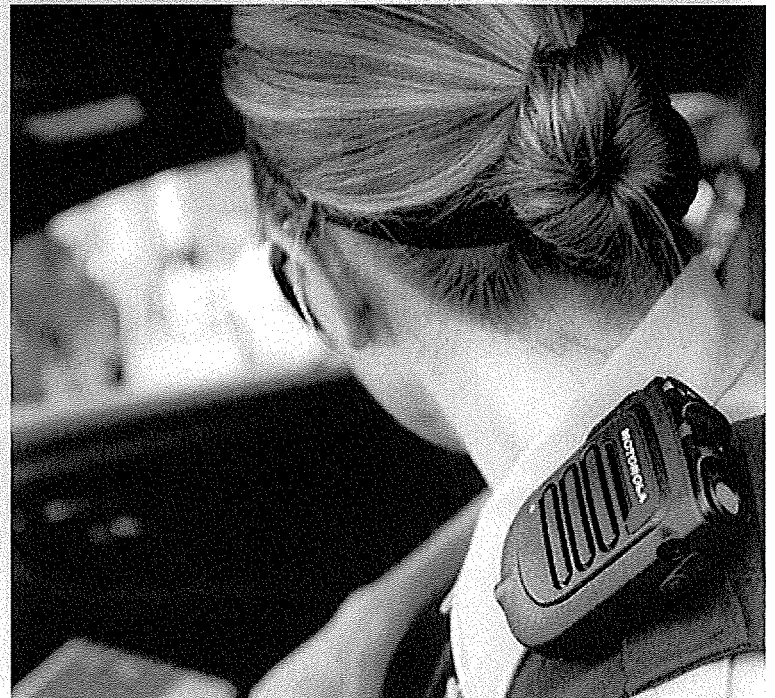
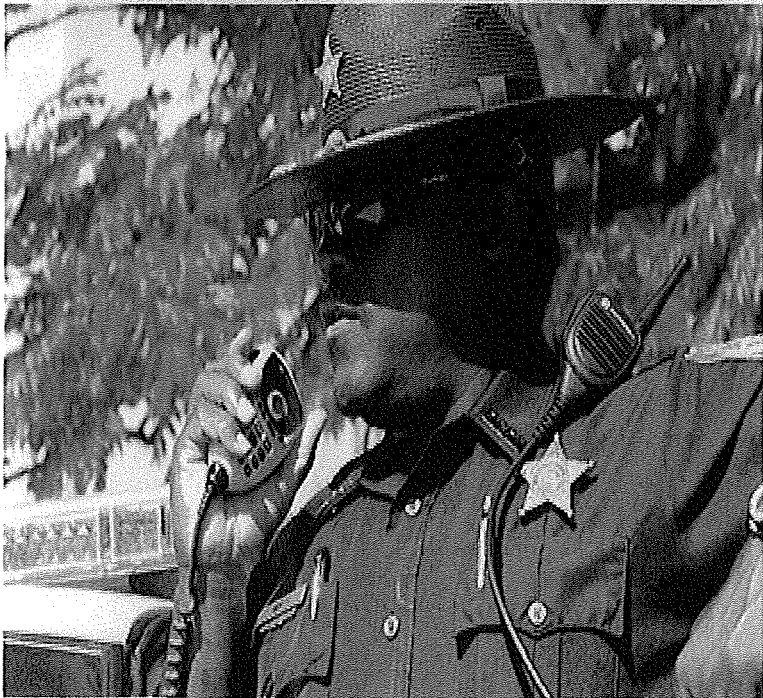
From: Chief Bruce Campbell

Purpose: Purchase Portable Radios and accessories.

I am requesting permission to purchase 4 additional portable radios and remote speakers along with the necessary programming to be compatible with our current system. These radios are the only radios compatible with our current system that was provided by Orange County. The total cost of the radios, accessories and programming is \$23,207.12. Budget appropriation #3120.5200.

A handwritten signature in black ink, appearing to read "Donald B. Campbell".

Donald B. Campbell
Chief of Police



NEWBURGH POLICE DEPT, TOWN OF

TWN NBG PD 4-APX6000 8-10-23

08/10/2023



QUOTE-2274126
TWN NBG PD 4-APX6000 8-10-23

Billing Address:
NEWBURGH POLICE DEPT,
TOWN OF
300 GARDNERTOWN RD
Newburgh, NY 12550
US

Quote Date:08/10/2023
Expiration Date:10/09/2023
Quote Created By:
Bill Tuthill
Sales Manager
bill23@nycomco.com
8452146731

End Customer:
NEWBURGH POLICE DEPT, TOWN OF
Lt. ADAM ZEILBERGER
AZEILBERGER@TOWNOFNEWBURGH
PD.ORG
8565669274

Contract: 21562 - NEW YORK OGS,
STATE OF-PT 68722

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	4	\$3,595.00	\$2,696.25	\$10,785.00
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	4	\$110.00	\$82.50	\$330.00
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	4	\$330.00	\$247.50	\$990.00
1c	H38BT	ADD: SMARTZONE OPERATION	4	\$1,320.00	\$990.00	\$3,960.00
1d	QA00580AC	ADD: TDMA OPERATION	4	\$495.00	\$371.25	\$1,485.00
1e	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	4	\$567.00	\$425.25	\$1,701.00
1f	Q887AU	ADD: 5Y ESSENTIAL SERVICE	4	\$227.00	\$227.00	\$908.00
1g	Q629AK	ENH: AES ENCRYPTION AND ADP	4	\$523.00	\$392.25	\$1,569.00
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	4	\$127.00	\$76.20	\$304.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	4	\$170.00	\$117.30	\$469.20
4	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	4	\$127.12	\$87.71	\$350.84
Product Services						
5	LSV00Q00202A	DEVICE PROGRAMMING	4	\$88.57	\$88.57	\$354.28
Grand Total				\$23,207.12(USD)		

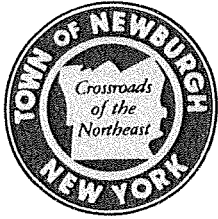
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

#10B Lisa



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: September 8, 2023

Re: Part-Time Animal Control Officer

Attached is the recommendation and employment request form from Chief Campbell, to hire Diana Salvatore as a Part-time Animal Control Officer. Upon approval from the Town Board, Ms. Salvatore will need to complete her paperwork, physical and fingerprints. Her tentative start date will be September 25, 2023 and with a starting salary of \$17.31 per hour.



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

09/08/2023

To: Newburgh Town Board

Cc: Charlene Black

From: Chief Donald B. Campbell

Subject: Part-Time Animal Control Officer

I am requesting permission to hire Diana Salvatore as a Part Time Animal Control Officer at a starting rate of \$17.31 per hour with a proposed starting date of 09/18/2023. This is a budgeted position that has recently become vacant. (Fund Appropriation 3510.5100)

Respectfully submitted,



Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH
EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Diana Salvatore

DEPARTMENT: Animal Control

TITLE OF POSITION: Animal Control Officer

FULL-TIME OR PART TIME: Part Time

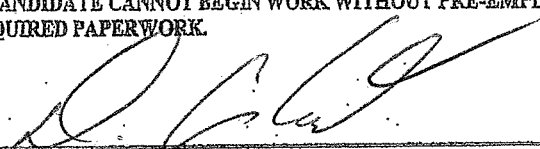
HOURLY RATE: 17.31 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO NO

FUND APPROPRIATION NUMBER: 3510.5100

PROPOSED HIRE DATE: on or after 9/18/23

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


DEPARTMENT HEAD SIGNATURE

9/8/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#8



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Board Members

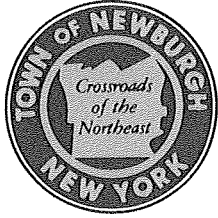
From: Charlene M Black, Personnel

Date: September 5, 2023

Re: Seasonal Laborer – Extended Employment

Mr. Presutti would like to extend employment for Derek Roben, as a Seasonal Laborer, until November 5th, 2023. Mr. Roben was previously approved until September 11th 2023.

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: August 30, 2023

RE: Seasonal Laborer Extension

We are requesting approval to extend Derek Roben as a Seasonal Laborer until November 5th. Mr. Roben had been previously approved until September 11th. The funds are available in the 2023 budget.

Thank you for your consideration.

Regards,

Jim Presutti
Commissioner

#9



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: 8/31/23

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

*Totaling: \$ *3,352.16*

Canine: \$ *972.96*

Feline: \$ *2,384.20*

Other: \$

TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT

Animal Control

CLAIMANT'S

NAME

Newburgh Veterinary Hospital

AND

1716 Route 300

ADDRESS

Newburgh, NY 12550

(845)564-2660

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

TERMS

Net 30 Days

Invoice #

Canine

Date	Quantity	Description of Materials or Services	Unit Price	Amount
7/25/23	859034			35.00 ✓
7/27/23	859368			7.25 ✓
7/28/23	859485			211.37 ✓
7/29/23	859561			140.81 ✓
8/1/23	859940			171.14 ✓
8/8/23	860649			329.14 ✓
8/22/23	862144			78.25 ✓
TOTAL				972.96

CLAIMANT'S CERTIFICATION

Dora M Cast

certify that the above account in the amount of \$

972.96

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.

8/30/23

DATE

Dora M Cast

SIGNATURE

Practice Manager

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.

8/30/23

Date

[Signature]

Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

COPIED

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

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

Printed: 08-30-23 at 10:43a
Date: 07-25-23
Account: 19984
Invoice: 859034

Date	For	Qty	Description	Price	Discount	Net Price
07-24-23	Skeeter	1	CONSULT / EXAM - Sick	94.50	59.50	35.00 **
07-24-23		1	Weight Monitoring			0.00
Total charges, this invoice...						35.00
**Total discount included: 59.50						

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

LIKE US ON FACEBOOK.COM!

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

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

COPIED

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

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

Printed: 08-30-23 at 10:43a
Date: 07-27-23
Account: 19984
Invoice: 859368

Date	For	Qty	Description	Price	Discount	Net Price
07-25-23	53-23 Leon	90	Doxycycline 100mg Tablets #34969	97.65	90.40	7.25 **

Total charges, this invoice... 7.25

**Total discount included: 90.40

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

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COPI

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 08-30-23 at 10:43a
Date: 07-28-23
Account: 19984
Invoice: 859485

Date	For	Qty	Description	Price	Discount	Net Price
07-28-23	58-23 Giselle	1	OHE Canine 13 MOS.- 4Yrs Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.	526.00	416.00	110.00 **
07-28-23		1	-Isoflurane Gas Anesthesia			0.00
07-28-23		1	---PulseOximeterMonitoring w/Anes			0.00
07-28-23		1	-CapnographMonitoring w/Anesthe			0.00
07-28-23		1	-----Recovery in Heated Cage			0.00
07-28-23		0.14	-HydromorphoneInject 10mg/ml Co			0.00
07-28-23		2.50	Penicillin G Inject / ml (in hosp)	32.35	32.35	0.00 **
07-28-23		0.52	-TelazolInject Control Log / ml			0.00
07-28-23		1	PEDICURE	19.30	19.30	0.00 **
07-28-23		1	Elizabethan Collar	30.00	10.50	19.50 **
07-28-23		1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
07-28-23		1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
07-28-23		1	Canine Dist/A2/PI/Parvo 1YR	58.00	42.00	16.00 **
	Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI , the best available protection against Distemper,Adenovirus, Parvovirus, Parainfluenza,and Leptosiprosis					
07-28-23		1	Canine Respiratory Complex- Bord Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.	58.00	42.75	15.25 **
07-28-23		14	Amoxicillin 250mg capsule #34990	20.63	19.96	0.67 **
07-28-23		5	Vetprofen Tablets 100mg Individual	23.30	20.35	2.95 **
07-28-23		1	Oral, Topical medication administr	10.70	10.70	0.00 **

Total charges, this invoice...

211.37

**Total discount included: 733.91



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

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

Printed: 08-30-23 at 10:42a
Date: 07-29-23
Account: 19984
Invoice: 859561

Date	For	Qty	Description	Price	Discount	Net Price
07-29-23	58-23 Giselle	1	4DX Elisa Negative			0.00
07-29-23	62-23 Asher	1	CANINE RABIES / 1YEAR	58.00	40.00	18.00 **
07-29-23		1	Sedation for shavedown	119.00	59.50	59.50 **
07-29-23		11	Canine Medical Shave Down			59.65
07-29-23		1	Weight Monitoring			0.00
07-29-23		14	Amoxicillin 50mg tab #349949	24.13	20.47	3.66 **
07-29-23		0.15	-TelazolInject Control Log / ml			0.00

Total charges, this invoice... 140.81

**Total discount included: 119.97

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

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

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

NEWBURGH VET

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

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

Printed: 08-30-23 at 10:42a
Date: 08-01-23
Account: 19984
Invoice: 859940

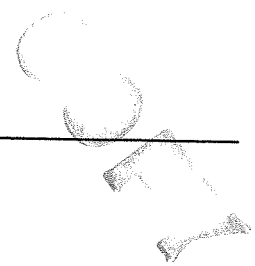
Date	For	Qty	Description	Price	Discount	Net Price
08-01-23	59-23 Chico	1	Weight Monitoring			0.00
08-01-23		1	Neuter/Canine 1-5YR	407.00	319.00	88.00 **
08-01-23		1	-Isoflurane Gas Anesthesia			0.00
08-01-23		1	---PulseOximeterMonitoring w/Anes			0.00
08-01-23		1	-CapnographMonitoring w/Anesthe			0.00
08-01-23		1	-----Recovery in Heated Cage			0.00
08-01-23		0.03	-HydromorphoneInject 10mg/ml Co			0.00
08-01-23		0.51	Penicillin G Inject / ml (in hosp)	30.47	30.47	0.00 **
08-01-23		0.10	-TelazolInject Control Log / ml			0.00
08-01-23		1	PEDICURE	19.30	19.30	0.00 **
08-01-23		1	CANINE RABIES / 3 YEAR	58.00	40.00	18.00 **
08-01-23		1	Canine Dist/Aden/Para/Parvo 3YR	58.00	42.00	16.00 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPL4 which includes the best available protection against Leptospirosis, a common cause of Kidney and Liver Infections in the Hudson Valley.						
08-01-23		1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.						
08-01-23		1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
08-01-23		10	Amoxicillin 50mg tab #350212	22.25	19.64	2.61 **
08-01-23		5	Vetprofen Tablets 25mg Individual	21.55	19.27	2.28 **

Total charges, this invoice... 171.14

**Total discount included: 612.43

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

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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

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

Printed: 08-30-23 at 10:42a
Date: 08-08-23
Account: 19984
Invoice: 860649

Date	For	Qty	Description	Price	Discount	Net Price	
08-08-23	60-23 Sonny	1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **	
08-08-23		1	Canine Dist/Aden/Para/Parvo/Lepto	58.00	42.00	16.00 **	
			Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPL4 which includes the best available protection against Leptospirosis, a common cause of Kidney and Liver Infections in the Hudson Valley.				
08-08-23		1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **	
			Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.				
08-08-23		1	CANINE RABIES / 3 YEAR	58.00	40.00	18.00 **	
08-08-23	61-23 Benji	1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **	
08-08-23		1	Canine Dist/Aden/Para/Parvo/Lepto	58.00	42.00	16.00 **	
			Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPL4 which includes the best available protection against Leptospirosis, a common cause of Kidney and Liver Infections in the Hudson Valley.				
08-08-23		1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **	
			Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.				
08-08-23		1	CANINE RABIES / 3 YEAR	58.00	40.00	18.00 **	
08-08-23	62-23 Asher	1	Weight Monitoring			0.00	
08-08-23		1	Neuter/Canine 1-5YR	407.00	319.00	88.00 **	
08-08-23		1	-Isoflurane Gas Anesthesia			0.00	
08-08-23		1	---PulseOximeterMonitoring w/Anes			0.00	
08-08-23		1	-CapnographMonitoring w/Anesthe			0.00	
08-08-23		1	-----Recovery in Heated Cage			0.00	
08-08-23		0.03	-HydromorphoneInject 10mg/ml Co			0.00	



08-08-23	0.52	Penicillin G Inject / ml (in hosp)	30.48	30.48	0.00 **
08-08-23	1	Oral, Topical medication administr	10.70	10.70	0.00 **
08-08-23	0.10	-TelazolInject Control Log / ml			0.00
08-08-23	1	PEDICURE	19.30	19.30	0.00 **
08-08-23	1	Elizabethan Collar	30.00	10.50	19.50 **
08-08-23	1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
08-08-23	1	Canine Dist/Aden/Para/Parvo/Lepto	58.00	42.00	16.00 **

Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPL4 which includes the best available protection against Leptospirosis, a common cause of Kidney and Liver Infections in the Hudson Valley.

08-08-23	1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **
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Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.

08-08-23	10	Amoxicillin 50mg tab #350727	22.25	19.64	2.61 **
08-08-23	5	Vetprofen Tablets 25mg Individual	21.55	19.27	2.28 **

Total charges, this invoice... 329.14
 **Total discount included: 1003.14

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

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

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



INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

"Your pet is part of our family too." Visit us at www.newburghvet.com

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

Printed: 08-30-23 at 10:41a
Date: 08-22-23
Account: 19984
Invoice: 862144

Date	For	Qty	Description	Price	Discount	Net Price
08-22-23	55-23 Maxi	1	Lyme,HW,Ehrlichia,Anaplasma 4D	109.00	80.00	29.00 **
08-22-23		1	Canine Dist/Aden/Para/Parvo 3YR	58.00	42.00	16.00 **
			Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPPL4 which includes the best available protection against Leptospirosis, a common cause of Kidney and Liver Infections in the Hudson Valley.			
08-22-23		1	CANINE RABIES / 3 YEAR	58.00	40.00	18.00 **
08-22-23		1	Canine Respiratory Complex- Bord	58.00	42.75	15.25 **
			Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have increased risk of exposure....please be sure to have your pet boosted every 12 months.			

Total charges, this invoice... 78.25
**Total discount included: 204.75

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

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TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DO NOT WRITE IN THIS BOX

DEPARTMENT

Animal Control

CLAIMANT'S
NAME
AND
ADDRESS

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

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

TERMS

Net 30 Days

Invoice #

Feline

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
7/25/23	859049			45.50 ✓
7/27/23	859369			15.83 ✓
7/30/23	859664			389.91 ✓
8/7/23	860472			15.54 ✓
8/8/23	860651			1750.24 ✓
8/13/23	861185			105.58 ✓
8/18/23	861736			25.00 ✓
8/18/23	861737			36.50 ✓
			TOTAL	2384.20

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 2,384.20 is true and correct; that the same services and materials 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.

8/30/23
DATE

Dora M Cast
SIGNATURE

Practica Mar
TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

8/31/23
Date

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

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

Printed: 08-30-23 at 10:40a
Date: 07-25-23
Account: 4417
Invoice: 859049

Date	For	Qty	Description	Price	Discount	Net Price
07-25-23	30c23 - Sparkle	1	FeLV/ FIV Elisa SA260	143.00	97.50	45.50 **
Total charges, this invoice...						45.50
**Total discount included: 97.50						

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

LIKE US ON FACEBOOK.COM!

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

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NEW

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

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

Printed: 08-30-23 at 10:40a
Date: 07-27-23
Account: 4417
Invoice: 859369

Date	For	Qty	Description	Price	Discount	Net Price
07-27-23	Oakley 16k-23	1	Pro Pectalin Gel 15ml #349822	32.50	16.67	15.83 **
Total charges, this invoice...						15.83
**Total discount included: 16.67						

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

Reminders for: Oakley 16k-23 (Weight: 6.7 lbs - 5m)	Last done
07/23 Neuter your pet at 5-6 months	
09/23 FECAL EXAM	
08/24 Feline Rhino/Panleuk/Calici I/	
08/24 Rabies/Purevax Feline 1yr	08-18-23

Oakley 16k-23's weight history (in lbs)

08-18-23	6.70
07-13-23	4.80
06-23-23	3.40
05-16-23	1.40

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INVOICE

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Newburgh, NY 12550
845 564-2660

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

Printed: 08-30-23 at 10:39a
Date: 07-30-23
Account: 4417
Invoice: 859664

Date	For	Qty	Description	Price	Discount	Net Price
07-28-23	23K-23 Blu	1	FeLV/ FIV Elisa SA260	143.00	71.50	71.50 **45.50
07-28-23		1	Feline Rhino/Panleuk/Calici #1	46.50	23.25	23.25 **15.25
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
07-29-23		1	FIV Elisa Negative			0.00
07-29-23		1	Feline Leukemia Elisa Negative			0.00
07-28-23	32-K23 Louise	1	CONSULT / EXAM - Sick	94.50	47.25	47.25 **
07-28-23		1	FeLV/ FIV Elisa SA260	143.00	71.50	71.50 **45.50
07-28-23		1	X-RAY SURVEY RADS	422.00	211.00	211.00 **
07-28-23		1	OSHA Compliance Biohazards Fee	10.70	5.35	5.35 **
07-28-23		0.02	-TelazolInject Control Log / ml			0.00
07-28-23		1	Onsior 6mg Individual Tabs #34992	22.95	19.44	3.51 **
07-28-23		5	Gabapentin Solution 50mg/ml com	20.30	19.00	1.30 **
07-28-23		1	Feline Rhino/Panleuk/Calici #1	46.50	31.25	15.25 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
07-28-23		1	Recommend-Fecal (please dropoff			0.00
Annual fecal microscopic exams are very important for the health of your pet and, since some worms are transmissible to humans, for the health of your family. Please bring us your pet's fecal sample at your earliest convenience						
07-28-23		1	Zoonoses			0.00
Discussed Zoonotic potential of intestinal parasites- in particular roundworms.						
07-29-23		1	FIV Elisa Negative			0.00
07-29-23		1	Feline Leukemia Elisa Negative			0.00

Total charges, this invoice...

449.97

389.91

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 08-30-23 at 10:39a
Date: 08-07-23
Account: 4417
Invoice: 860472

Date	For	Qty	Description	Price	Discount	Net Price
08-04-23	Oakley 16k-23	1	Ophth- Neo/Poly/Hydro Ointment #	36.00	20.46	15.54 **
Total charges, this invoice...						15.54
**Total discount included: 20.46						

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

Reminders for: **Oakley 16k-23** (Weight: 6.7 lbs - 5m) Last done

07/23	Neuter your pet at 5-6 months	
09/23	FECAL EXAM	
08/24	Feline Rhino/Panleuk/Calici I/	
08/24	Rabies/Purevax Feline 1yr	08-18-23

Oakley 16k-23's weight history (in lbs)

08-18-23	6.70
07-13-23	4.80
06-23-23	3.40
05-16-23	1.40

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1716

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 08-30-23 at 10:55a
Date: 08-08-23
Account: 4417
Invoice: 860651

Date	For	Qty	Description	Price	Discount	Net Price
08-08-23	34k-23	1	Feline Rhino/Panleuk/Calici #1	46.50	31.25	15.25 **
			Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.			
08-08-23		1	FeLV/ FIV Elisa SA260	143.00	97.50	45.50 **
08-03-23	35c-23 Sally	1	X-RAY SURVEY RADS	422.00	211.00	211.00 **
08-03-23		1	OSHA Compliance Biohazards Fee	10.70	5.35	5.35 **
08-03-23		1	Sedation for Imaging, i.v. catheter	119.00	59.50	59.50 **
08-03-23		0.06	-Telazol Inject Control Log / ml			0.00
08-03-23		0.15	BuprenorphineSR Inject/ml in hosp	46.05	23.03	23.02 **
08-03-23		0.30	Onsior Inject/ ml (hosp)	35.73	17.87	17.86 **
08-03-23		0.30	Convenia Inject / ml Hosp	55.80	27.90	27.90 **
08-03-23		1	Frontline Gold Feline Single	22.00	22.00	0.00 **
08-03-23		1	Bandage- Splint/Cast/RJones 1XS	211.00	105.50	105.50 **

After certain surgeries, your pet may need to be bandaged, splinted, or casted. All of these materials need to remain clean and dry. This means staying off dewy ground, and out of the rain, puddles, mud, the water bowl, kiddie pools, and baths. If it's raining or the ground is wet when your pet has to go outside to eliminate, cover the bandage with a plastic bag; check that there aren't any holes in the bag and tape it to keep the bag up. Remove the bag and tape as soon as the pet comes back inside. If bandages get wet, have them checked and replaced as needed as soon as possible.

Problems associated with wet bandages, splints or casts can range from an irritated incision to more serious complications, including in some cases gangrene that results in loss of the limb.

Bandages need to be checked regularly, at least three times a day, preferably more.

Watch for swelling above or below the material and report any swelling immediately to your veterinarian. If the bandage, splint or cast is too tight, the swelling will cut off necessary circulation.



Smell the material every day. A new, bad odor indicates that it should be rechecked by the veterinarian as soon as possible and certainly within a few hours of noticing such a change.

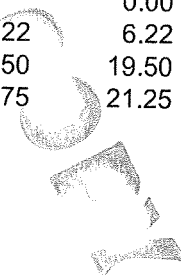
•If the leg is splinted the digits may be left exposed at the bottom, Check the toes each time you check the splint to make sure he can still feel his toes (lightly pinch to see if he pulls the limb away or otherwise reacts), and also check for excessive swelling or coldness of the digits. Any concerns with the appearance of the digits or bandage should prompt an immediate call to your veterinarian or local veterinary emergency clinic.

•You can apply talcum powder or cornstarch to help prevent sores from occurring where the skin is rubbed by the cast or splint. Any sores that don't improve after being powdered should be seen by your veterinarian.

•Splints and casts should only be adjusted by your veterinarian. Some splints need to be used for many weeks.

•Splints and casts are not always comfortable. Expect a bit of licking or chewing, and possibly mutilation of the cast or splint. If you suspect there is a problem, it's better to prevent additional trouble, so talk to your veterinarian sooner rather than later.

08-03-23	1	Total Health-CBC/Chem/UA/T4	SA328.00	164.00	164.00	**
		Chemistry 27				
		Complete blood count/differential				
		Urinalysis				
		Thyroid function testing				
		Specimen collection				
		Veterinarian interpretation +/- consult				
08-03-23	1	FeLV/ FIV Elisa	SA260	143.00	97.50	45.50 **
08-04-23	1	FIV Elisa	Negative			0.00
08-04-23	1	Feline Leukemia Elisa	Negative			0.00
08-06-23	1	URINALYSIS (T760)		95.00	47.50	47.50 **
08-07-23	1	Surgery - Level 3		1313.00	656.50	656.50 **
08-07-23	1	Anesthesia- Isoflurane		391.00	195.50	195.50 **
08-07-23	1	-I.V.Cath. /subcut fluids during surg		134.00	67.00	67.00 **
08-07-23	1	---BloodPressureMonitoring w/anes				0.00
08-07-23	1	---PulseOximeterMonitoring w/Anes				0.00
08-07-23	1	-CapnographMonitoring w/Anesthe				0.00
08-07-23	1	-----Recovery in Heated Cage				0.00
08-07-23	1	----Warm Water Blanket in Surgery				0.00
08-07-23	0.12	Buprenorphine 0.5mg Inject/ml Hos		37.44	37.44	0.00 **
08-07-23	0.30	Onsior Inject/ ml (hosp)		10.73	5.37	5.36 **
08-07-23	0.06	-TelazolInject Control Log / ml				0.00
08-07-23	0.12	Buprenorphine 0.5mg Inject/ml Hos		12.44	6.22	6.22 **
08-07-23	1	Elizabethan Collar		30.00	10.50	19.50 **
08-07-23	1	Feline Rabies/ Purevax 3yr		60.00	38.75	21.25 **



Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.

08-07-23	1 Suture removal in 10-14 days			0.00
08-08-23	3 Onsior 6mg Individual Tabs #35069	33.75	23.22	10.53 **
08-08-23	14 Gabapentin 100mg individual caps	20.07	19.47	0.60 **
Total charges, this invoice...				1750.34
**Total discount included: 1969.87				

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

Reminders for: 35c-23 Sally (Weight: 6.7 lbs - 3y)		Last done
12/20	Rhinotracheitis/Pan/leuk/Calic	
02/24	FECAL EXAM	08-11-23
08/24	Rabies/Purevax Feline 1yr	08-07-23

Doctor's Instructions

Suture removal in 10-14 days

Please schedule suture removal in 10-14 days

Bandage- Splint/Cast/RJones 1XS

Please be sure to keep the bandage over your pet's rigid metasplint clean and dry. You will need to put a plastic bag over the bandage if it is raining, but keep the bag on only when your pet is outdoors. If the bandage should feel wet, please call us - we will need to change it.

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

Printed: 08-30-23 at 10:39a
Date: 08-13-23
Account: 4417
Invoice: 861185

Date	For	Qty	Description	Price	Discount	Net Price
08-09-23	34k-23	1	Feline Leukemia Elisa Negative			0.00
08-09-23		1	FIV Elisa Negative			0.00
08-08-23	35c-23 Sally	28	Gabapentin Solution 50mg/ml com	32.95	25.67	7.28 **
08-08-23		-14	Gabapentin 100mg individual caps			-0.60
08-11-23		1	CONSULT / EXAM - Followup	50.00	50.00	0.00 **
08-11-23		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						
08-11-23		1	Subcutaneous fluids injection	89.00	44.50	44.50 **
08-11-23		1	FECAL PARASITE SCREEN + Giar	73.00	56.00	17.00 **
08-12-23		2	Oral, Topical medication administr	21.40	10.70	10.70 **
08-12-23		1	Strongid deworming(roundworms,h	32.00	16.00	16.00 **
08-12-23		1	Zoonoses			0.00
Discussed Zoonotic potential of intestinal parasites- in particular roundworms.						
08-13-23		2	Oral, Topical medication administr	21.40	10.70	10.70 **
Total charges, this invoice...						105.58
**Total discount included: 213.57						

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

Reminders for: 35c-23 Sally (Weight: 6.7 lbs - 3y)		Last done
12/20	Rhinotracheitis/Pan/leuk/Calic	
02/24	FECAL EXAM	08-11-23
08/24	Rabies/Purevax Feline 1yr	08-07-23

Doctor's Instructions

Subcutaneous fluids injection

We have administered subcutaneous fluids to your pet - you may note a lump or bumps

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INVOICE

Newburgh Veterinary Hospital

1716 Route 300
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FOR: Town of Newburgh - Feline
645 Gidney Ave.
Newburgh, NY 12550
(845) 561-3344

Printed: 08-30-23 at 10:38a
Date: 08-18-23
Account: 4417
Invoice: 861736

Date	For	Qty	Description	Price	Discount	Net Price
08-18-23	Oakley 16k-23	1	CONSULT / EXAM - Followup	50.00	25.00	25.00 **
08-18-23		1	Pet Insurance Review			0.00
Please visit www.petinsurancereview.com and dogtime.com for an independent review of all national pet health insurance plans						

Total charges, this invoice... 25.00

**Total discount included: 25.00

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

Reminders for: **Oakley 16k-23** (Weight: 6.7 lbs - 5m) Last done

07/23	Neuter your pet at 5-6 months	
09/23	FECAL EXAM	
08/24	Feline Rhino/Panleuk/Calici I/	
08/24	Rabies/Purevax Feline 1yr	08-18-23

Oakley 16k-23's weight history (in lbs)

08-18-23	6.70
07-13-23	4.80
06-23-23	3.40
05-16-23	1.40

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10/1

INVOICE

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Newburgh, NY 12550
(845) 561-3344

Printed: 08-30-23 at 10:38a
Date: 08-18-23
Account: 4417
Invoice: 861737

Date	For	Qty	Description	Price	Discount	Net Price
08-07-23	Oakley 16k-23	1	FELINE RHINO/PANLEUK/CALICI Your pet has been immunized against feline distemper, rhinotracheitis, and calicivirus. Occasionally listlessness, lethargy, or lack of appetite may occur. If severe listlessness or facial swelling occurs, please call us for advice.	46.50	31.25	15.25 **
08-18-23		1	Feline Rabies/ Purevax 1yr Today, your cat received the most advanced rabies protection available. PUREVAX Rabies vaccine gives your cat protection that is pure, safe and effective without the use of potentially harmful adjuvants.	60.00	38.75	21.25 **
Total charges, this invoice...						36.50
**Total discount included: 70.00						

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

Reminders for: Oakley 16k-23 (Weight: 6.7 lbs - 5m)		Last done
07/23	Neuter your pet at 5-6 months	
09/23	FECAL EXAM	
08/24	Feline Rhino/Panleuk/Calici I/	
08/24	Rabies/Purevax Feline 1yr	08-18-23

Oakley 16k-23's weight history (in lbs)

08-18-23	6.70
07-13-23	4.80
06-23-23	3.40
05-16-23	1.40

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#10

Purchase of Electronic LED Sign for Town Hall

Stewart Signs	\$ 19,702.00
8-25-2023 Timely Signs of Kingston, Inc. 154 Clinton Avenue Kingston, New York 12401	No Response to request for quote
8-25-2023 Sings Ink Ltd 3255 Crompond Road Yorktown Height, New York 10598	No Response to request for quote
8-25-2023 Hispana Signs 175 US 9W Unit 12 Congers New York 10920	Responded they would return a quote on 8-25-2023 but have not
8-25-2023 Lite Brite Signs Inc. 51 Montgomery Street Middletown, New York 10940	No Response to request for quote
8-25-2023 Tri-State Signs and Awnings 58 Skiff Street Hamden, Ct 06810	No Response to request for quote

I am looking for a motion to purchase an exterior LED Sign for Town Hall from Stewart Signs in the amount of \$ 19,702.00

A handwritten signature in black ink, enclosed within a large, hand-drawn oval. The signature is cursive and appears to read "Gel".

Quote #1003766-1
 Customer #3183226
 Quoted 8/25/2023
 Valid until 9/24/2023*

Prepared for
Town of Newburgh – Town Hall
 1496 NY-300
 Newburgh, NY 12550

Prepared by
Jane Hyde
 jhyde@stewartsigns.com
 1.888.237.3928 x1740

DESCRIPTION	PRICE
<p>Double Sided Full Color TekStar Outdoor LED Sign LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.</p> <p>LED display</p> <ul style="list-style-type: none"> • 10.66mm full color at 60 pixels high by 150 pixels wide (9,000 total pixels per side) • Active display area 2'1" x 5'3" (11.0 square feet per side) • 1 to 7 rows of text and use your own images and video clips • Entire sign UL Listed and FCC Part 15 compliant <p>See full display capabilities</p> <p>Communication method Communication provided by cellular modem and LIFETIME Cell Connect data plan. See full specifications</p> <p>Sign structure and faces</p> <ul style="list-style-type: none"> • Double sided 5' x 6' sign cabinet with 12" deep extruded aluminum • TCI® industrial powder coat finish, color: Blue • Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face • Internal illumination with LED lamps and dusk-to-dawn light sensor • TUFFAK® SL pan-formed faces removable via internal retainers • Twin pole mount • Leg height: 3'6", Leg width: 6'8", Overall sign height: 8'6" • Minimum wind load rating: 120mph, exposure B • Lifetime warranty on structure & faces, including vandalism (see warranty for info) <p>Electrical specifications</p> <ul style="list-style-type: none"> • One 20 amp circuit, 120 volts; Max draw: 7.43 amps 	<p style="text-align: right;">\$20,102.00</p> <p style="text-align: right;">Special Price: \$19,702.00</p>
<p>Software SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. Learn more.</p>	<p style="text-align: right;">Included</p>
<p>Special instructions Freight an additional \$1,985</p>	<p style="text-align: right;">Total: \$19,702.00 + any applicable sales tax and freight Payment terms: Net 30 with Purchase Order Issued to Stewart Signs</p>

Quote #1003766-1
 Customer #3183226
 Quoted 8/25/2023
 Valid until 9/24/2023*

Prepared for: Town of Newburgh – Town Hall • Newburgh, NY
 Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

SHIPPING INFORMATION

All items not specified here will be shipped to:
 Town of Newburgh – Town Hall
 1496 NY-300
 Newburgh, NY 12550

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.
Watch a typical freestanding sign installation.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above. INITIALS

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial the Terms & Conditions box. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1003766-1

SIGNATURE

PRINT NAME DATE

Jane Hyde 8/25/2023
 Jane Hyde, Sign Consultant

Prepared for: Town of Newburgh – Town Hall • Newburgh, NY
Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

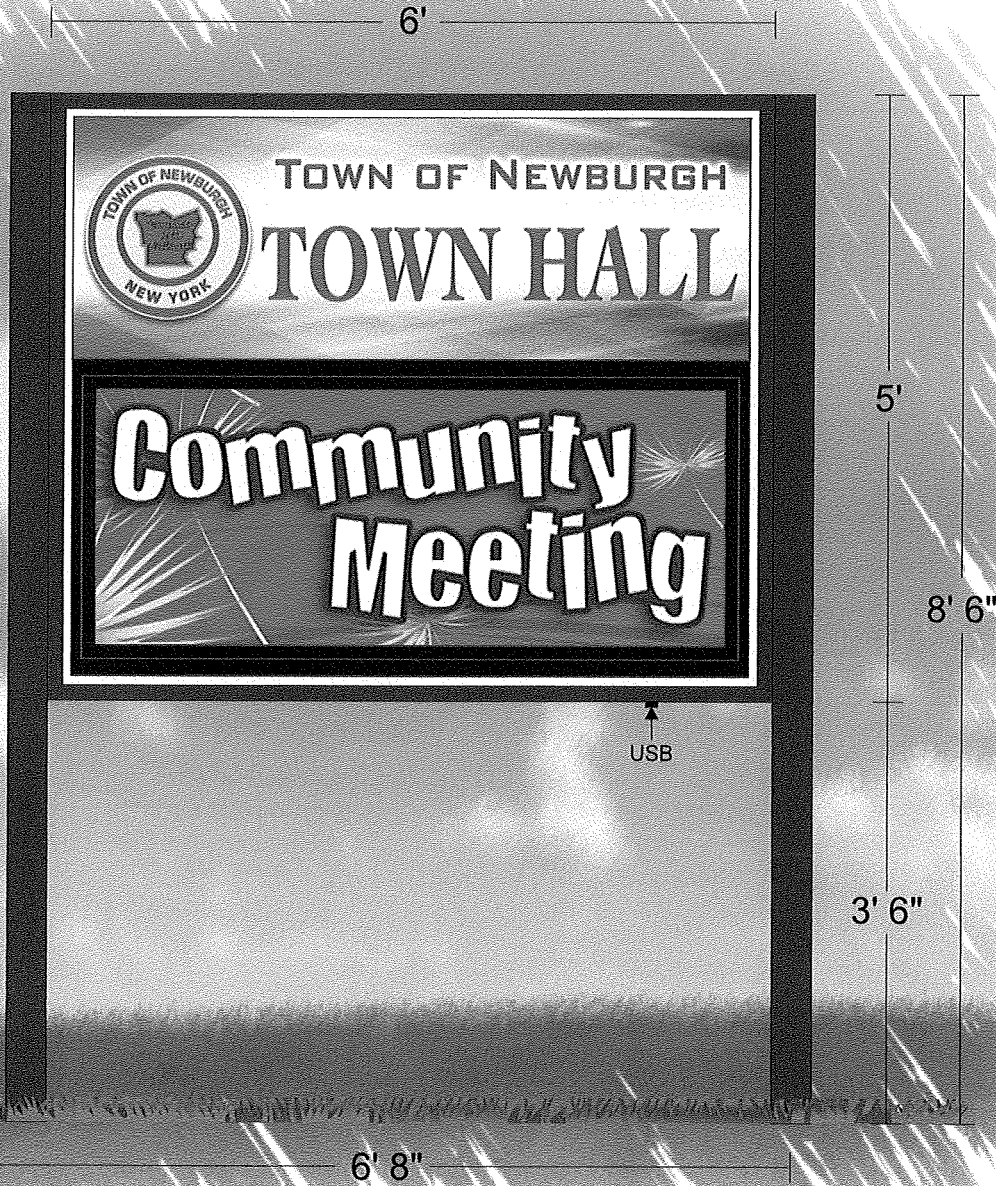
- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials. Excludes Cornerstone monument signs and other Cornerstone components.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.

Prepared for: Town of Newburgh – Town Hall • Newburgh, NY
Prepared by: Jane Hyde • jhyde@stewartsigns.com • 1.888.237.3928 x1740

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com



Stewart Signs
 ONE SIGN. ONE COMPANY

1-800-237-3928 stewartsigns.com

TekStar Color 10mm 64x160

Cabinet Size: 5'x6'

Sk: 1003766-1 Cust: 3183226

9/22/2022 CW/jHyde PROPOSAL

Scale: 5/8"=1' Cabinet Color: Blue

Signature _____

Date _____



This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. Original design, do not duplicate.



Gil Piaquadio <supervisor@townofnewburgh.org>

Signsearch - Buyer Inquiry (Sender Copy)

4 messages

vcgmail@vcgcorporate.com <vcgmail@vcgcorporate.com>
To: supervisor@townofnewburgh.org

Fri, Aug 25, 2023 at 11:17 AM

[This is a copy of the email you recently submitted through Signsearch]

Sender:
Gil Piaquadio
Town of Newburgh
supervisor@townofnewburgh.org

We are looking for a price on a 5' X 6' Tek Star 64x 160 full color led

Wireless Data Modem with lifetime Wireless Data Plan

Thank you

Gil Piaquadio

Recipient:
Timely Signs of Kingston, Inc.

When your project is complete, please take a moment and revisit your vendor's profile page to submit feedback and reward your selected company for a job well done. (It will take less than a minute, and your vendor will thank you!)

Join with your peers in helping us help other buyers make more informed, confident decisions when selecting vendors!

If you have any questions or experience any difficulties, please contact our Client Support at (800) 566-4162 or send an email to vcgsupport@vcgcorporate.com.

Thank you.

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<https://www.signsearch.com>

powered by 

vcgmail@vcgcorporate.com <vcgmail@vcgcorporate.com>
To: supervisor@townofnewburgh.org

Fri, Aug 25, 2023 at 11:18 AM

[This is a copy of the email you recently submitted through Signsearch]

Sender:
Gil Piaquadio
Town of Newburgh
supervisor@townofnewburgh.org

We are looking for a price on a 5' X 6' Tek Star 64x 160 full color led

8/25/23, 1:20 PM

Town of Newburg Mail - Signsearch - Buyer Inquiry (Sender Copy)

Wireless Data Modem with lifetime Wireless Data Plan

Thank you

Gil Piaquadio

Recipient:

HISPANA SIGNS

[Quoted text hidden]

vcgmail@vcgcorporate.com <vcgmail@vcgcorporate.com>
To: supervisor@townofnewburgh.org

Fri, Aug 25, 2023 at 11:19 AM

[This is a copy of the email you recently submitted through Signsearch]

Sender:

Gil Piaquadio

Town of Newburgh

supervisor@townofnewburgh.org

We are looking for a price on a 5' X 6' Tek Star 64x 160 full color led

Wireless Data Modem with lifetime Wireless Data Plan

Thank you

Gil Piaquadio

Recipient:

Signs Ink Ltd

[Quoted text hidden]

vcgmail@vcgcorporate.com <vcgmail@vcgcorporate.com>
To: supervisor@townofnewburgh.org

Fri, Aug 25, 2023 at 11:20 AM

[This is a copy of the email you recently submitted through Signsearch]

Sender:

Gil Piaquadio

Town of Newburgh

supervisor@townofnewburgh.org

We are looking for a price on a 5' X 6' Tek Star 64x 160 full color led

Wireless Data Modem with lifetime Wireless Data Plan

Thank you

Gil Piaquadio

Recipient:

8/25/23, 1:20 PM

Town of Newburg Mail - Signsearch - Buyer Inquiry (Sender Copy)

Tri State Signs and Awnings

[Quoted text hidden]



Gil Piaquadio <supervisor@townofnewburgh.org>

Re: Signsearch - Buyer Inquiry

1 message

HISPANA SIGNS <hispanasigns@gmail.com>

Fri, Aug 25, 2023 at 1:10 PM

To: supervisor@townofnewburgh.org

Thank you for your email.
We will process your request and reply as soon as possible.
If you have any questions, please do not hesitate to contact us

Jose Garcia
Project Manager
845-746-0050

On Fri, Aug 25, 2023 at 11:18 AM <vcgmail@vcgcorporate.com> wrote:

[A buyer has submitted the following email request through Signsearch for information from your company]

Sender:
Gil Piaquadio
Town of Newburgh
supervisor@townofnewburgh.org
Phone: 845 564-4552

WARNING: Computer viruses can be transmitted via email. The recipient should check any attachments for the presence of viruses. Visual Communications Group, Inc. cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

----- BUYER REQUEST -----

We are looking for a price on a 5' X 6' Tek Star 64x 160 full color led
Wireless Data Modem with lifetime Wireless Data Plan
Thank you
Gil Piaquadio

----- BUYER REQUEST -----

When a project is complete, always encourage your customers to visit your company profile page to submit feedback, rewarding you for a job well done!

Feedback can be one of your most useful marketing tools, but it's up to you to maximize the powerful message that this feature can deliver.

If you have any questions or experience any difficulties, please contact our Client Support at (800) 566-4162 or send an email to vcgsupport@vcgcorporate.com.

Thank you.

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<https://www.signsearch.com>

powered by sign*search

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Garcia Enterprises Inc. DBA

HISPANA SIGNS

175 US-9W Unit 12
Congers, NY 10920

Office 845-767-4111

Mobile 845-746-0050

www.hispanasigns.com

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Timely Signs of Kingston, Inc.

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searchtype=1&uID=082523101243800312&signtype=ST123&geog=1&zip=12550&pagenum=1&city=Kingston&state=NY&searchby=zipcode&resultType=PL&sortby=&stl=&fromLoc=Profile

We combine 35 years of experience, the latest technological innovation, creative design & great customer service to offer top-notch signage solutions.

📍 154 Clinton Ave, Kingston, NY 12401

📞 Show Phone

📞 Show Phone

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✉ Send Email

📘 (socialNetworkLink.cfm?ref=A8544B36&clientFrom=28986&SN=F) 🐦 (socialNetworkLink.cfm?ref=A8544B36&clientFrom=28986&SN=T)

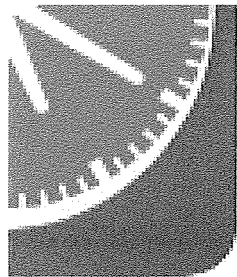
👤 Mr. Joe Beichert, *Vice President*

✉ Send Email

👤 Mr. Paul Beichert, *President*

📞 Show Phone

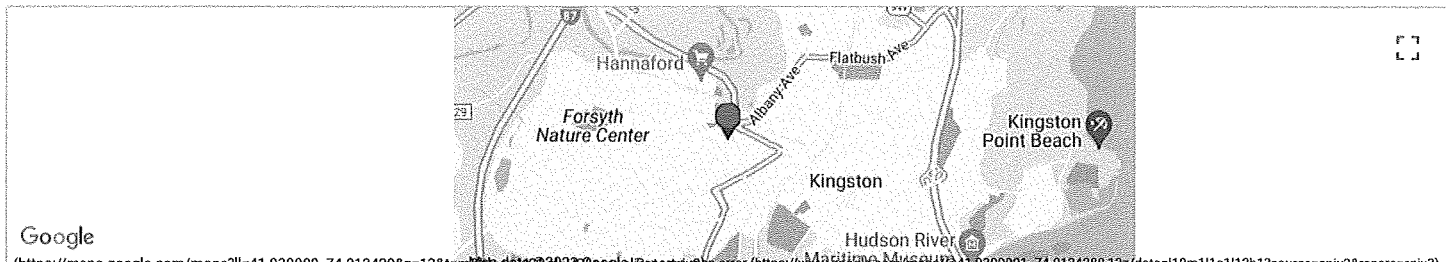
✉ Send Email



INTERIOR + EXTERIOR SIGNAGE | DONOR RECOGNITION

Timely Signs

Web Rating
★★★★★
See 1 Reviews



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Driving Distance: 0.9 mi Drive Time: 4 mins

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PRO Details

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We're sorry this client does not have any photos at this time.

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[PRO Vendor Rewards \(User\)](#) 0

[PRO Vendor Rewards \(Vendor\)](#) 0

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Signs Ink Ltd

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searchtype=1&uID=082523101243800312&signtype=ST123&geog=1&zip=12550&pagenum=1&city=Yorktown+Heights&state=NY&searchby=zipcode&resultType=PL&sortBy=&stl=&fromLoc-

Manufacturers, Designers & Installers All types of signs & awnings

📍 3255 Crompond Rd, Yorktown Heights, NY 10598

📞 Show Phone

📠 Show Fax

🌐 Visit Website

✉ Send Email



👤 Mr. Steve Chester

📞 Show Phone

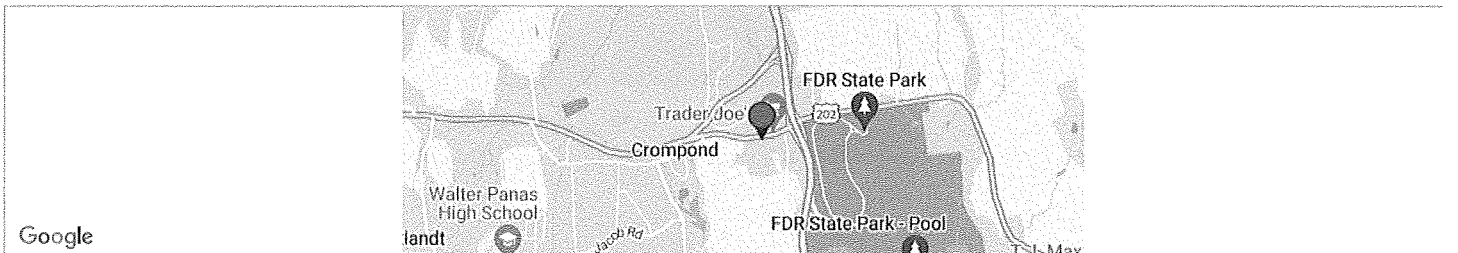
✉ Send Email



Web Rating



See 1 Reviews



Google (https://maps.google.com/maps?ll=41.290761,-73.825778&hl=en-US&gl=US&mapdata=2023) Report a map error (https://www.google.com/maps/@41.290761,-73.825778,13z/data=!10m1!1e1!12b1?source=apiv3&ra) (https://maps.google.com/maps?q=Signs+Ink+Ltd+3255+Crompond+Rd+NY,Yorktown+Heights+10598)

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Driving Distance: 3.5 mi Drive Time: 9 mins

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Are you frequently looking out-of-state / nationwide for local installers? Whatever you're using now, SignsearchPRO (<http://pro.signsearch.com>) is better. Supported by 9,000+ US/CDN sign companies and FREE to use for large retail/industry buyers! Check it out here (<http://pro.signsearch.com>).

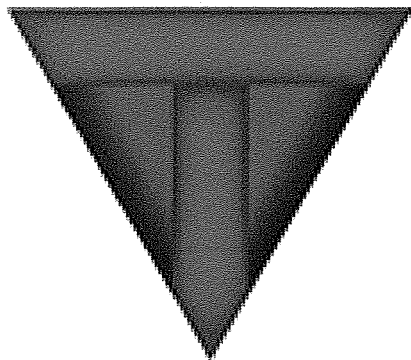
Tri State Signs and Awnings

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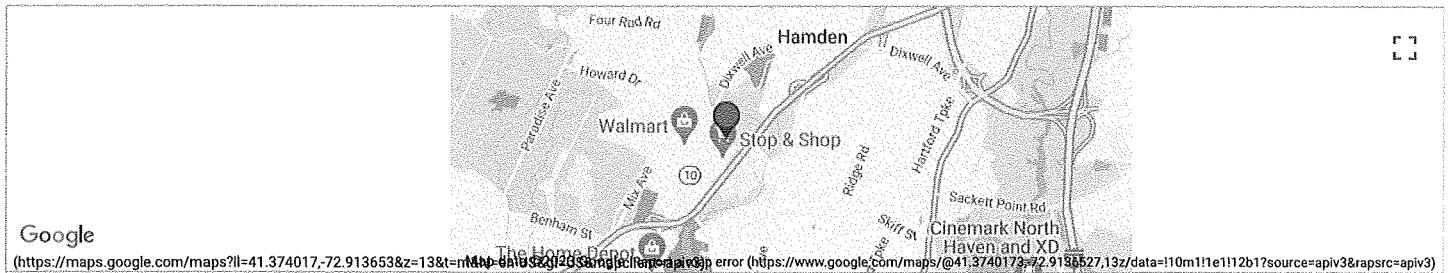
searchtype=1&uID=082523101243800312&signtype=ST123&geog=1&zip=12550&pagenum=1&city=Hamden&state=CT&searchby=zipcode&resultType=PL&sortBy=&stl=&fromLoc=Profile

Permits, install, fabrication of signs and awnings ADA signs and traffic signs

- 58 Skiff St, Hamden, CT 06810
- Show Phone
- www.tristatesignsco.com (redir.cfm?ref=039B678A&title=dtl_202523&clientid=202523)
- Send Email



TRISTATE Signs & Awnings



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Driving Distance: 1.4 mi Drive Time: 5 mins

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- PRO Equipment
- PRO Details
- PRO Notes

We're sorry this client does not have any photos at this time.

- Contact 0
- Privacy 0
- Terms of Use 0
- Terms of Service 0
- SaaS Agreement 0
- Feedback Policy 0
- [myVCG \(https://www.myvcg.com/login.cfm\)](https://www.myvcg.com/login.cfm)
- PRO Vendor Rewards (User) 0
- PRO Vendor Rewards (Vendor) 0

Help

#11A

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: J. Osborne, Town Engineer *juo*
DATE: 1 Sept 2023
RE: Water Supply Budge Transfer

Based on the postponement of the NYC Delaware Aqueduct Tunnel shut-down, I am requesting a budget transfer to re-purpose monies for general operations resulting from the schedule change.

FROM: F8330...	TO: F8330...	AMOUNT
4001.5497 (Rentals\lease\Maint)	4001.5474 (Rep to Non-vehicle Equip)	\$36,000.00
4002.5474 (Rep to Non-vehicle Equip)	4001.5459 (Chemicals)	\$35,000.00
4001.5466 (Operating Supplies)	4001.5459 (Chemicals)	\$10,000.00
4002.5466 (Operating Supplies)	4001.5459 (Chemicals)	\$45,000.00
4001.5497 (Rentals\lease\Maint)	4001.5459 (Chemicals)	\$70,000.00
4002.5200 (Equip\Other Capital)	4001.5457 (Sludge Hauling)	\$60,000.00

As the above requires Town Board action, I am requesting this item be placed on the next available agenda.

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

Cc: R. Clum, Town Accountant
P. Hines, Representative, Town Engineer

#11B

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Rep Town Engineer
DATE: 5 Sept 2023
RE: **Portable Towable Generator Water/Sewer**

At the Dec 27, 2022 workshop meeting, the Board identified the need to purchase a new portable generator for use by the water and sewer departments. Funds were transferred for the purchase, but the units required bidding under the purchasing policy.

We have identified units available under the NYS HIRE Contract PC 69013. The select unit is a Generic MDG 150114/144kW with a four-position switch which adds significant flexibility for the unit.

The unit will be capable of running any of the water or sewer pumping stations not equipped with permanent standby power.

It will replace the current truck mounted unit which is dated. Lead time for the unit is currently 26-28 weeks. The cost of the unit under the NYS HIRE Contracts is \$122,388.53.

The purchase requires Town Board action.

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

Cc: R. Clum, Town Accountant
J. Osborne, Town Engineer
S. Grogan, Water/Sewer
M. Taylor, Town Attorney



Better Power, Inc.
 200 Mile Crossing Blvd.- Suite 1B
 Rochester, NY 14624
 800-475-1321 | www.betterpower.us

Quote

DATE	QUOTE #
8/31/2023	Q538

ATTENTION
Patrick Hines Town of Newburgh 1496 Route 300 Newburgh, NY 12550

PROJECT
Towable Diesel Generator Town of Newburgh

	Item	Description	Qty	Ea.	Amt
1.	GENMDG150PS	Contract Item - Generac MDG150 114/144kW 1Ø/3Ø Towable Diesel Generator: Multi-Phase, Dual Axle Trailer Package	1	\$118,452.60	\$118,452.60
2.	GENGM4SW150175S	Contract Item - 4 Position Phase Switch for MDG150 - 175. Adds 120/240V 3Ø output in addition to standard 240V 1Ø, 208V 3Ø, and 480V 3Ø.	1	\$3,935.93	\$3,935.93
3.	STSMOBILEPI	Startup/Training for Light Towers & Towables, included with generator package	1	\$0.00	\$0.00
				SUBTOTAL	\$122,388.53
				FREIGHT	\$0.00
				TOTAL	\$122,388.53

NYS HIRE Contract PC69013: Version effective 7/10/2023

Quotes are valid for 30 days, and are only for quantity shown.

Better Power, Inc. is not responsible for proper sizing of the equipment or fuel supply, and does not perform installation, adjustments, repairs, licensing or qualifications.

The H.I.R.E. Contract makes it easier to procure Backup Power

- ✓ In most cases, you no longer have to spend time on the hassle, delays, and expense of bidding.
- ✓ You may not need an engineering firm to prepare bid specifications, or lawyers for advertising.
- ✓ The State has already done the shopping, negotiated the pricing, and checked references for you.
- ✓ In many states, all levels and types of government operations and even non-profits can use the contract.

Hundreds of Generators and related items are included on this Multi-State Contract:

- ✓ Large permanently mounted automatic generators, for any size building
- ✓ Mobile (towable) units to bring power where most needed in an emergency
- ✓ Mobile light towers to fully illuminate up to seven acres in all types of applications
- ✓ Portable generators to use at emergency sites

Other Equipment offered on State Contract:

- ✓ **Flex-Safe Portable Barriers:** Set up, pack up, switch signs, all within seconds
- ✓ **LEX Products:** Cabling and power management equipment for towable generators and light towers
- ✓ **Leviton EV Chargers:** Level 2 and 3 types for all your electric vehicle charging needs

Please call or email with any questions. We look forward to assisting you!



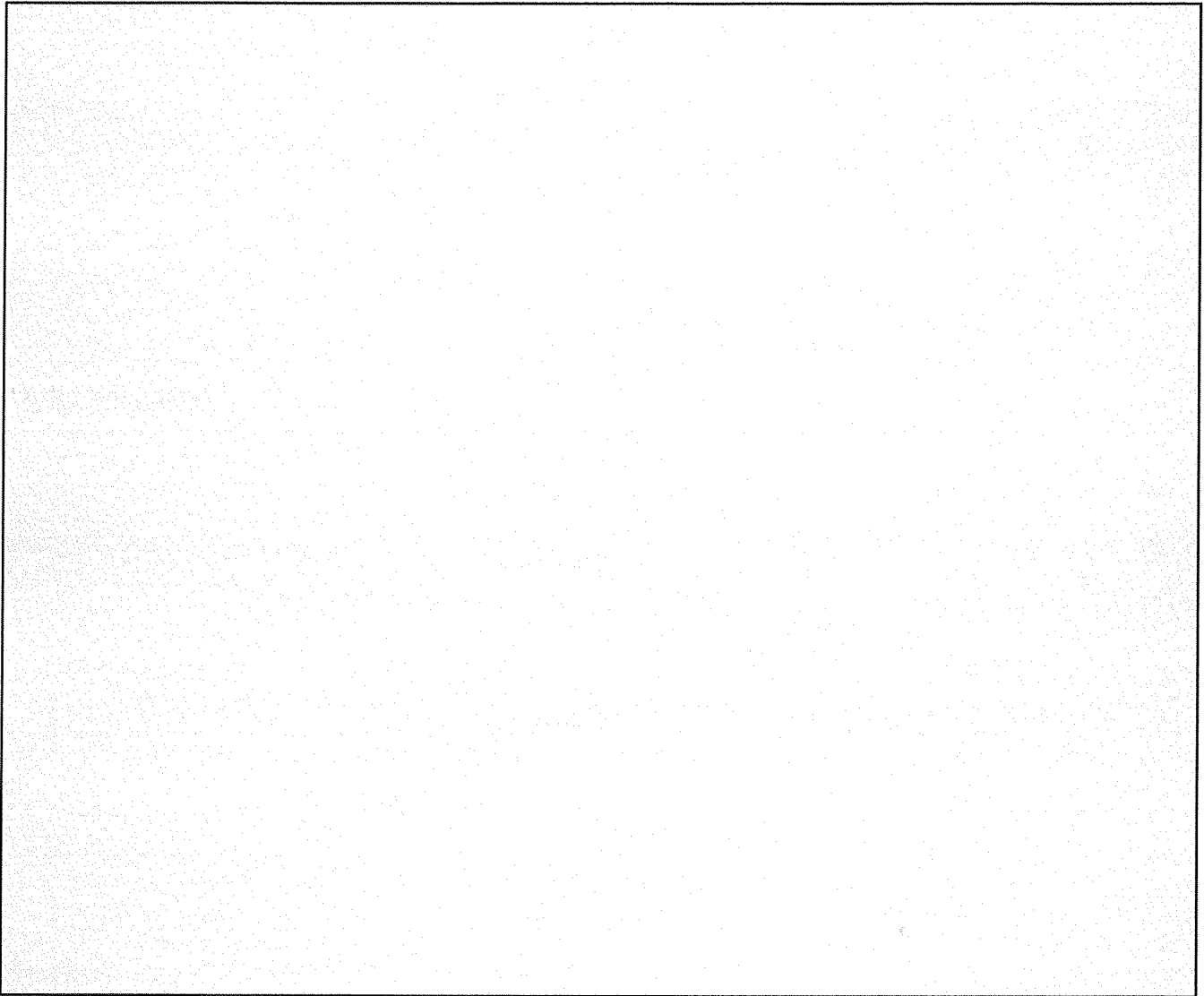
Sarah VanStaalduinen

Chief Product Officer

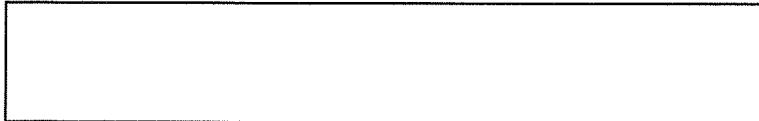
Better Power, Inc.

A NYS & Federally Certified WBE

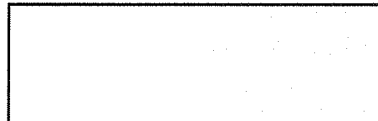
Order Summary:



Signature:



Date:

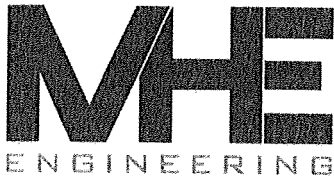


Please sign this form and email it to sarah@betterpower.us.

Feel free to call or email if you have any questions or concerns. We look forward to serving you and want to make sure your experience is excellent!



Sarah VanStaalduinen



#11C

7 September 2023

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: GILBERT PIAQUADIO, TOWN SUPERVISOR AND TOWN BOARD


SUBJECT: CHADWICK LAKE RECREATION CENTER
GEOTECH PROPOSAL

Dear Supervisor Piaquadio,

MHE Engineering, D.P.C. solicited proposals on behalf of the Town of Newburgh. The Geotech Report is required to complete the building foundation design. One proposal for professional services was received from Kevin Patton, P.E. of Newburgh. The Geotech work is specifically excluded from our design proposal. The proposal for Geotech services requires Town Board authorization.

Respectfully submitted,

MHE Engineering, D.P.C.


Patrick J. Hines
Principal

PJH/kbw

Cc: Mark Taylor, Town Attorney
James Presutti, Commissioner

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

111 Wheatfield Drive, Suite 1, Milford, PA 18337
570-296-2765 | F: 570-296-2767 | mhepa@mhepc.com

KEVIN L. PATTON, P.E.
36 PATTON ROAD
NEWBURGH, N.Y. 12550
845-275-7732 KEVIN@PATTONGEOTECH.COM

August 18, 2023

Mr. Gil Piaquadio, Town Supervisor
Town of Newburgh
c/o MHE Engineering, D.P.C.
33 Airport Center Drive
New Windsor, NY 12553

PROJECT: Town of Newburgh
 New Recreation Center Building at Chadwick Lake Park

PROPOSAL FOR GEOTECHNICAL SERVICES

Kevin Patton, P.E. (Engineer) proposes to provide geotechnical services for the project as described in the information provided via e-mail. The work will be performed in accordance with accepted practices, the New York State Building Code and applicable specifications.

Soil borings will be drilled by a geotechnical drilling subcontractor, under contract with the Engineer. Management of the soil investigation program, geotechnical and engineering evaluation of the data, and preparation of the report will be performed by Kevin L. Patton, P.E. Laboratory testing of selected soil boring samples will be performed by the Engineer and/or by a qualified testing agency.

GENERAL SCOPE AND OBJECTIVES

1. Determine the typical subsurface conditions, and the appropriate soil engineering design values and properties relevant to construction of foundations and slabs-on-grade for the proposed building, including bearing capacity, lateral forces and potential settlement of shallow foundations.
2. Assess soil conditions of special concern which are observed or encountered, such as uncontrolled fills, organic soils, or similar materials.
3. Provide a general assessment of groundwater conditions and control requirements.
4. Determine the seismic coefficients of the site, the potential for liquefaction of the soils due to seismic loads, and the potential for expansion of the soils due to moisture changes.
5. Provide procedures for soil subgrade preparation, evaluate the on-site soils for use as fill, and provide recommendations for fill materials, fill placement, soil compaction, testing and inspection.
6. If the investigation indicates that the soil conditions require the use of deep foundations, structural slabs, soil improvement and/or other special construction, applicable methods will be discussed in the report. Additional investigation may be required, beyond that described in this proposal, to fully design and implement these methods. Conditions that would require a deep foundation are not expected at this site.

PROPOSED SERVICES

A subsurface geotechnical investigation will be performed and a report will be prepared. Soil borings will be made in the proposed construction areas. The following services will be provided.

1. A preliminary inspection will be performed to verify access to the proposed boring locations. Underground utility clearances will be obtained for public utilities, from the One-Call underground facilities locating center. Any

known underground utilities, including privately-owned utilities that will not be identified by the One-Call service, should be reported by the owner and/or client prior to commencing work.

2. The proposed work will result in damage to landscaped and/or paved areas, including vehicle tracks and soil deposition on the surface. The extent of this damage will be kept to the minimum amount necessary. Boring holes will be filled level, and will be plugged at the surface with concrete or with asphalt cold-patch if they are drilled in a paved area. Restoration of landscaping to its original undisturbed condition is not included in this proposal.
3. Soil borings will be drilled in the building area and subsurface samples will be collected in accordance with ASTM Method D1586. Drilling of approximately four (4) borings is planned, to estimated depths of 15 to 50 feet, and to sufficient depth to determine the relevant soil properties. If suspected bedrock is encountered at less than fifteen feet depth, it will be cored five feet or more. The depths and locations of the borings may be adjusted as required to obtain adequate representative information within the proposed schedule.
4. Comprehensive logs of the soil borings and a map of their locations, will be included in the final report. Execution of the field work will be witnessed by the Engineer or his representative.
5. Representative soil samples will be selected for laboratory testing, to classify the soils and evaluate Building Code requirements. The following tests will be performed:

Natural Moisture Content tests	30 at \$6.00 each.
Particle Size Analysis (hydrometer or sieve gradation)	4 at \$90.00 each.
Atterberg Limits (clay properties) tests...	2 at \$80.00 each.
Visual/manual classification of the soil samples per ASTM D2488 will be performed for all soil samples as part of the boring log preparation.	
Rock Cores Logging, if required, including descriptions of rock type, jointing, weathering and RQD... \$250 plus \$15 per foot of core recovered.	
6. A written engineering evaluation report will be prepared in accordance with Section 1803 of the Building Code of NY State, as described above.
7. The estimated time to complete the drilling of the soil borings is two to three weeks after notice-to-proceed, with the lab work and final report completed within two to three weeks after the completion of drilling.

ADDITIONAL REQUIREMENTS

1. If privately-owned utilities are suspected of being present near the work area, a private mark-out by a professional utility locating company is strongly advised. This should be contracted separately by the Client or Owner and is not included in this proposal.
2. A source of water must be provided on or close to the site; the borings may use up to a few hundred gallons of water per day. The borings will be drilled by the mud-rotary (wash) method, which is usually more effective in hard soils and in sandy soils below the water table. Water is also required for rock coring, if performed.

FEES

	Item	Qty	Rate	Net
1.	Preliminary site inspection, layout of soil borings, public utility clearance.	1	\$150	\$150
2.	Soil Boring Mobilization- truck-mounted drill rig.	1	\$800	\$800
3.	Drilling of Soil Borings (per day.)	2	\$2700	\$5,400
4.	Coring of rock, boulders or obstructions (per foot.)	10	\$40	\$400
5.	Rock Core Logging Fee.	1	\$250	\$250
	Core logging, per foot.	10	\$15	\$150
6.	Witness soil borings, per day.	2	\$725	\$1,450
7.	Laboratory Tests, as itemized previously.	1	\$700	\$700
8.	Engineering Services and Report.	1	\$3600	\$3,600
ESTIMATED TOTAL				\$12,900

PAYMENT TERMS: An invoice will be issued approximately one week after the borings are drilled. Payment is due when the Engineering Report is issued.

Yours truly,



Kevin L. Patton, P.E.

Please contact me if you have any questions. To indicate acceptance of this proposal and the attached Standard Contract Conditions, please sign below.

Signature

Date

Name

Title

STANDARD CONTRACT CONDITIONS

Attachment to Proposal Dated August 18, 2023
From Kevin L. Patton, P.E.
To Town of Newburgh, c/o MHE Engineering, D.P.C.
For New Recreation Center Building

INSPECTIONS, EVALUATIONS AND REPORTS

1. The ENGINEER's proposed services and fees are based on the description of estimated conditions provided by the CLIENT. ENGINEER shall perform the specified services at the rates or fees quoted in the referenced proposal.
2. ENGINEER shall not be responsible for continuous or exhaustive investigation, inspection or testing. ENGINEER shall conduct such investigations, inspections and testing in accordance with prevailing industry standards. ENGINEER shall be responsible only for such specific and/or routine quality control, quality assurance, periodic, final or acceptance inspections as are stated in proposal.
3. The ENGINEER or ENGINEER's AGENTS may perform without prior approval, and CLIENT shall bear costs of, such additional directly-related investigations, tests or analyses as are determined to be necessary and important to the proposed evaluation, when such additional investigations, tests or analyses are, in ENGINEER's judgment, urgently required and most efficiently performed without prior approval in the CLIENT's best interest, and are of relatively minor scope and cost.
4. When ENGINEER determines that the execution of any or all specifically proposed tests, investigations or analyses are not required or are not relevant, ENGINEER may cancel such work, and CLIENT will not be billed for such work, at unit rates or based on ENGINEER's estimate of contracted work percentage, as applicable, less any mobilization or similar expenses.
5. REPORTS: Reports will be provided in a timely fashion. Reports will be provided in electronic format only, unless otherwise specified. Additional printing, mailing and processing fees may be applied if printed reports other than those specified are requested.
6. No party other than the CLIENT and the CLIENT's immediate representatives and agents for the work specifically described in this contract, and applicable agencies having jurisdiction, shall be entitled to rely upon or claim reliance on services performed by the ENGINEER hereunder.
7. The CLIENT shall have full and unrestricted rights to make full, unaltered copies of any drawings or reports issued by the ENGINEER, for non-commercial use and specifically for the use of designers, contractors, local agencies having jurisdiction or similar parties associated with this specific project or with related or subsequent projects at this site. Official Electronic Copies shall be only those copies issued directly from the ENGINEER to the Recipient. The ENGINEER will typically provide electronic copies of previously-issued reports and drawings to other parties at no charge, upon written request from the CLIENT, provided that no financial or legal dispute exists.
8. ENGINEER shall have free and unrestricted use, within the scope of the project, of any drawings, reports, studies, photographs, samples and other documents or materials furnished by the CLIENT or CLIENT's Agents to the ENGINEER, unless such use is specifically limited in the contract.

ON-SITE SERVICES

1. Free and clear access to the work must be provided to ENGINEER's and/or ENGINEER's AGENT(s') personnel by the CLIENT. Means of safe access, including ladders, man-lifts, testing of environments in confined spaces, maintenance and protection of traffic (MPT), etc., shall be provided by the CLIENT unless otherwise specified in the Proposal.
2. SITE SAFETY: The ENGINEER shall make all reasonable efforts to insure that work at the site that is performed under his immediate direction and supervision is performed in a safe manner and that unsafe conditions are not created as a result of the work, and shall report any known unsafe conditions to CLIENT's representative.
3. The CLIENT shall inform the ENGINEER in advance of any special safety requirements, including but not limited to: requirements for site-specific safety training; requirements for fall protection equipment, respiratory protection, or other controls in addition to standard, routine PPE (personal protective equipment); requirements for maintenance and control of traffic (MPT), etc. Additional time and/or expenses that are required for compliance with such requirements, and that are not included in the proposal, will be billed at standard applicable rates.
4. The CLIENT shall inform the ENGINEER in advance of any known site hazards related to the project, including but not limited to: energized wires and/or pressurized and non-pressurized pipes, tanks, structures, utilities or other features, both above-ground and underground; known or suspected chemical, biological, nuclear or other contamination of soil; etc.
5. The CLIENT is hereby advised that, for work that includes soil disturbance (soil borings, test pits, etc.) settlement of test location fill materials may occur subsequent to the completion of the work. The CLIENT shall perform appropriate periodic inspections to verify that such settlement does not result in the creation of a tripping hazard or other adverse condition at the ground surface.

ADDITIONAL EXPENSES

1. Reimbursable expenses shall include any reasonable costs not specifically identified in the Proposal including additional tests or investigations performed in immediate response to conditions encountered, additional printing and reproduction expenses, shipping and delivery expenses and expenses for materials and/or services requested by the CLIENT, including

KEVIN L. PATTON, P.E.

work to repair damage caused by the work, when such damage is of the type and magnitude that could be reasonably expected to result from the work.

SCHEDULING

1. CLIENT must request all field services and appointments at least 24 hours in advance. Such notification does not guarantee that the Engineer will be available at the requested time. When ENGINEER is not available, a qualified associate may represent the Engineer.

CONTRACT EXECUTION AND PAYMENT

1. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE: As per referenced Proposal. The quoted rates are valid for a period of thirty days unless otherwise stated in the Proposal. ENGINEER shall have the right to consider this agreement null and void, with or without notice, if not executed and returned to ENGINEER by the CLIENT within fourteen days.
2. COMMENCEMENT OF SERVICES: ENGINEER shall not begin work until ENGINEER has received formal or informal verification of acceptance of the terms of the Proposal and these Standard Contract Conditions, and until receipt of any retainer or advance payment specified in the Proposal, as required by Proposal. Commencement of ENGINEER'S Services prior to such receipt shall not constitute a waiver of any other provisions of this contract.
3. Any unit rates provided in this proposal are based upon the work being performed during regular daytime shifts, Monday through Friday, excluding holidays. Additional charges may apply for work performed at other times.
4. Professional Engineering services, beyond those included in the Proposal, will be invoiced at \$250.00 per hour, subject to any adjustment provided herein, unless a different rate is specified in the Proposal.
5. In consideration of the services rendered, the CLIENT agrees to pay the ENGINEER, and to pay separately the ENGINEER'S AGENT(s) or SUBCONTRACTOR(s) (when such agents are specifically identified as receiving separate payment as per attached Proposal,) to the extent ENGINEER and/or the ENGINEER'S AGENT(s) perform the services requested.
6. PAYMENT TERMS: ENGINEER will prepare a bill upon completion of services, (or periodically for projects of extended duration) which will set forth charges for services rendered and for any other applicable and contractual charges. Payment is due within 30 days of the date of the bill. All amounts not paid within thirty (30) days after the bill's date may bear an additional charge of one and one-half (1½) percent per month, compounded monthly until paid; this surcharge may be made retroactive at any time on past-due bills, to the initial due date.
7. PAST-DUE BILLS: Whenever previously-billed amounts are past due more than forty-five (45) days after the billing date, ENGINEER may suspend any further work or delivery of services or documents as called for by this contract, with or without notification of the CLIENT, until such account is made current. The fact that ENGINEER may continue to work beyond the time during which he could suspend the work shall not be deemed to be a waiver of his rights hereunder. The CLIENT shall be responsible and shall pay ENGINEER for all costs, including attorneys' fees, incurred as a result of the collection of any delinquent balances. Any partial payments shall be applied to the last charges on the project.
8. In the event that work on the project is suspended or canceled, CLIENT shall be responsible for payment for the portion of work completed by the ENGINEER, including: full payment for all direct expenses, such as subcontractors' fees, costs for materials, travel, equipment, printing and mailing, etc.; full payment for any engineering or other work completed at a specified hourly or other unit rate, such as laboratory tests; and payment for partially-completed engineering or technical work quoted at an inclusive (lump-sum) rate, based on the ENGINEER's estimated percentage of the work completed.
9. The ENGINEER and/or the ENGINEER'S AGENT(s) shall not be responsible for costs or delays incurred by the CLIENT resulting from causes beyond their control, prior to or during the ENGINEER'S work or during subsequent or ongoing construction, including, but not limited to changed or significantly differing site conditions, access restrictions, labor or civil causes, severe weather events, *forces majeure*, etc.

LIMITATIONS:

1. ENGINEER'S liability for damages resulting from Professional Services errors and omissions shall be limited to a sum not to exceed \$5,000.00 or ENGINEER'S fee, whichever is greater. In the event that the CLIENT makes a claim in litigation against ENGINEER under the provisions of this AGREEMENT and the CLIENT fails to prove such claim, the CLIENT shall pay all reasonable charges for ENGINEER'S work, and all costs and expense incurred by ENGINEER in defending against the claim, including reasonable attorney fees.
2. This agreement may not be changed or modified except in writing, and signed by both parties.
3. Severability: Should any part or provision of these contract conditions and/or the referenced proposal be found to be unenforceable, all other parts and provisions shall remain in full effect.

---END---

#11D

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Town Engineers for Town
DATE: 5 Sept 2023
RE: **Roseton Hills STP Repairs**

The Town's contract operator for the Roseton Hills Sewer Plant has solicited quotes for replacement of two flow meters and a pump replacement. Three quotes were received for repairs:

- | | |
|----------------------|-------------|
| 1) Tam Enterprises | \$22,780.00 |
| 2) H2O Innovations | \$28,900.00 |
| 3) JTP Hudson Valley | \$19,985.00 |

The lowest quote for the repairs was from JTP Hudson Valley.

Town Board approval of the repairs is required. Cost for this will be from budget line G5020.8130.5473.

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

Cc: R. Clum, Town Accountant
J. Osborne, Town Engineer
C. Finnigan, H2O

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Rep Town Engineers *for town*
DATE: 5 Sept 2023
RE: Roseton Hills STP Repairs

two The Town's contract operator for the Roseton Hills Sewer Plant has solicited quotes for repairs to *replacement* flow meters and a pump replacement. Three quotes were received for repairs:

- | | |
|----------------------|-------------|
| 1) Tam Enterprises | \$22,780.00 |
| 2) H2O Innovations | \$28,900.00 |
| 3) JTP Hudson Valley | \$19,985.00 |

The lowest quote for the repairs was from JTP Hudson Valley.

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

Cc: R. Clum, Town Accountant
J. Osborne, Town Engineer
C. Finnigan, H2O



PROPOSAL SUBMITTED TO: Town of Newburgh

JOB NAME: Orchard Hills Sewer Plant
 JOB LOCATION: Orchard Hills Landings
 Newburgh, NY 12550

We are pleased to submit this proposal based on the conditions observed on the job and the request made for this work

WE HEREBY PROPOSE THE FOLLOWING PLUMBING SCOPE OF WORK:

- Remove existing components that are scheduled for replacement
- Adjust piping and connections to be compatible with the new meters being furnished
- Use existing conduit to connect meters to the digital counters being furnished
- Furnish and install the following items as requested:

QTY.	DESCRIPTION
	FLOW METERS
1	3" Magnetic Flow Meter by Rosemount #8750 with flanged ends
1	2" Magnetic Flow Meter by Rosemount #8750 with flanged ends
2	Digital counter by Eaton Cutler Hammer #e5-024-c0400
	SEWER PUMPS
1	Goulds Sewage Pump #WS0734BHF; Existing rails to remain

INCLUSIONS: LAYOUT AND COORDINATION; EQUIPMENT & FUEL NEEDED FOR WORK NOTED ABOVE; CONTRACTOR ISNURANCES; ONE YEAR WARRANTY

EXCLUSIONS: PERMIT FEES; TEMPORARY FACILITES AND/OR UTILTITES; OVERTIME OR OFF-HOUR SCHEDULING FOR WORK

TOTAL BASE BID: **\$19,985**

Thank you for the opportunity to bid this project.

Joe Yuknevich
President

114 Hartley Road
Goshen NY 10924



P: (845) 294-8882
F: (845) 294-8883

Quote

Customer Town of Newburgh
308 Gardnertown Road
Newburgh NY 12550

Date Estimate #
07/27/2023 5447

PO #:

Description	Unit	Quantity	Rate	Amount
-Orchard Hills				
TAM Enterprises Inc. is pleased to quote the following:				
Supply & Installation of:				
- 3" Influent flowmeter - Rosemount 8750WDMT1A1FPSA030CA1M5.				
- Eaton E5-024-C400 totalizer.				
For the sum of:		1.00	9080.000	9,080.00
Supply & Installation of:				
- 2" Effluent flowmeter -Rosemount 8750WDMT1A1FPSA020CA1M5.				
- Eaton E5-024-C400 totalizer.				
For the sum of:		1.00	8840.000	8,840.00
Supply & Installation of:				
- (1) New Goulds WS0734BHF 3/4hp 460v effluent pump.				
For the sum of:		1.00	4860.000	4,860.00

Notes

Customer Signature _____

Accepted By : _____

Subtotal	\$22,780.00
Sales Tax:	0.00
Quote Total	\$22,780.00

24 Hour Emergency Service - Certified Backflow Prevention Technician - Hydro Vacuum Excavation - Pump Station Installation & Maintenance
High Pressure Water Jetting - Video Inspection of Underground Lines - Installation of Water & Sewer Lines -Clearing of Catch Basins
Man Hole Rehabs - Sewer & Water Plant Rehabs - Confined Space Entry - Pipe Lining Services - Soil Remediation Services
Pipe Location Services - Wet Taps - Inset-A-Valves - Industrial Tank Pumping - Excavation Services - Emergency Sewer By-Pass Pumping

www.tamenterprises.com



Orchard Hills

\$28,900.00

August 29, 2023

DESCRIPTION

QUANTITY

AMOUNT

- **Supply and Install 3" Influent flowmeter**
- **Supply and Install 2" Effluent flowmeter**
- **Supply and Install 1 New Goulds effluent pump**

Customer Signature

Subtotal:	\$28,900.00
Sales Tax:	\$00,000.00
Quote Total:	\$00,000.00

Accepted By

THANK YOU

manufacturer. This warranty does not cover disposable items, such as fuses, lamps, probes, sensors, filters, cartridges or other disposable items that must be replaced periodically under the normal and foreseeable operating conditions of the products, parts or components warranted hereby. CLIENT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

11. INDEMNITY. The Client shall indemnify, defend, and hold harmless H₂O Innovation from and against any and all demands, claims, losses, damages or causes of action of every kind and nature, arising out of or related to the Work, the Products or to this Agreement, including but not limited to liabilities attributable to personal injury, death, loss of use, or property damage as well as those resulting from any breach of, or non-compliance with, the permits' specifications held by the client and/or owner in connection with the Agreement, the environmental obligations of client and/or the owner under any applicable environmental laws and regulations or any losses resulting from unsafe or outdated equipment and/or facilities, unless such losses were directly and solely attributable to H₂O Innovation's willful misconduct or gross negligence.

12. INSURANCE. Prior to commencement of the Work and at all time during the term of the Agreement, H₂O Innovation shall obtain and maintain, at its own cost, sufficient insurance coverage for commercial general liability, automobile liability, workers compensation liability and employer's liability. Proof of insurance shall be provided to the Client upon demand.

13. HEALTH AND SAFETY. H₂O Innovation shall at all times conduct its operation under the Agreement in a manner to avoid the risk of endangerment to health and bodily harm to persons. H₂O Innovation shall comply with all applicable health and safety laws and regulations.

14. PROPERTY DAMAGES. H₂O Innovation shall protect the property or the site where the Work is executed from damage which may arise as a result of its operations. H₂O Innovation shall, at all times, conduct operations under the Agreement in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage, or by any other means, to any equipment, material, work or property.

15. TERM. Unless otherwise determined in the Agreement, the term of the Agreement shall commence as of the effective date stated therein and shall continue thereafter for a period of one (1) year. At the end of the initial term and of any subsequent term, this Agreement shall be automatically renewed for additional periods of one (1) year, unless either party delivers notice in writing, to the other party, of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

16. TERMINATION FOR DEFAULT. The agreement may be terminated by H₂O Innovation, without notice, upon the occurrence of an event of default, each of the following constitutes an event of default for the purposes of the Agreement:

- i. Client is adjudged bankrupt, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors,
- ii. Client persistently fails to pay for the Work and/or Products as required and as per the payment terms of the Agreement, or
- iii. Client otherwise fails to perform or comply with any material term, condition or covenant of the Agreement, being understood and agreed that in case of termination for default, H₂O Innovation shall be entitled to receive compensation in an amount equal to one hundred percent (100%) of Work already completed and/or Products already delivered upon the date of termination including the attributable portion of reasonable overhead and profit as well as all costs and expenses incurred by H₂O Innovation as a result of the Termination.

17. TERMINATION. Unless otherwise agreed in the Agreement, following the initial term of 1 year, either party may terminate the Agreement at any time, by giving the other party sixty (60) days' written notice of termination, being understood and agreed that in such case of termination, H₂O Innovation shall receive payment for the Work already completed and/or Products already delivered upon the date of

termination including the attributable portion of reasonable overhead and profit.

18. FORCE MAJEURE. Subject to Section 3 of these Standard Terms and Conditions, neither party shall be responsible for delays resulting from events or circumstances beyond the control of such party. Such events may include, without limitation, acts of God, riots, acts of war, epidemics or pandemics, governmental acts, orders or regulations, border restrictions, fires, communication line failures, power failures and earthquakes. ("**Force Majeure Events**"). Inability to pay moneys or financial hardship shall not, however, constitute Force Majeure Events.

19. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS. Each party agrees and commits to maintain all confidential information to which it has access in the scope of Work as confidential, to not disclose it to others and to use it solely for the intended purpose of the Agreement. These obligations of confidentiality shall continue for the term of the Agreement and shall survive indefinitely thereafter. All documents, including drawings, specifications, reports and other data, prepared or furnished by either party are instruments of service in connection with the Work and as such are the exclusive property of such party and shall be used exclusively in connection with the Work. H₂O Innovation is entitled to make copies of the documents for information and reference purposes, only in connection with the Work.

20. ASSIGNMENT. Neither party may assign the Agreement, without prior written consent of the other party. However, H₂O Innovation may assign the Agreement to any of its affiliates or any other entity, that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under the common or shared control, with H₂O Innovation.

21. LIMITATION OF LIABILITY. H₂O Innovation shall not be liable for any damages suffered by the Client or any third party, except to the extent such damages are caused by the willful misconduct or gross negligence of H₂O Innovation or any of its representatives in the course of performing the Work. In no event, shall the total liability of H₂O Innovation for all claims arising out of or relating to the performance of the Work exceed the annual contract value of the Agreement. Notwithstanding any other provision herein, neither party shall be liable for any special, indirect, consequential, incidental or punitive damages, including without limitation, loss of profit, loss of use or loss of revenues.

22. CHANGE ORDER AND AMENDMENT. The parties acknowledge and agree that the Work is subject to change. The estimate of costs and time for completion of the Work may be modified subject to changes and is contingent upon factors beyond the control of H₂O Innovation. No supplement, modification, or change of the Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

23. GOVERNING LAWS. The Agreement shall be governed by and construed in accordance with the laws of the State where the project is located. The parties hereby consent to such jurisdiction and waive all others.