

INCORPORATED 1952  
(845) 351-4745 ext. 2 (Voice)  
(845) 351-2668 (Fax)  
jledwith@tuxedopark-ny.gov  
Website: tuxedopark-ny.gov

VILLAGE BOARD MEETING  
THIRD WEDNESDAY OF EACH MONTH

**VILLAGE OF TUXEDO PARK**  
P.O. BOX 31  
80 LORILLARD ROAD  
TUXEDO PARK, NEW YORK 10987

Date: December 6, 2021  
To: Village Board of Trustees  
From: John Ledwith  
Re: Village Office Fuel Oil Tank Replacement

The 275 Gal. fuel oil tank at the Village Office is showing signs of corrosion and the oil supply company will no longer deliver fuel to the Village Office.

Below is a summary of the quotes that I received to replace the oil tank

I recommend that we award the job to Cross River Environmental at a price of \$2,150 to replace the oil tank with a double walled Roth 275 Gal. oil tank.

	Double Wall Tank	Single Wall Tank
Cross River Environmental		
Install 275 Gal. single wall steel tank		\$1,300.
Install 275 Gal. double wall Roth oil tank	\$1,550.	
Removal of existing 275 Gal. oil tank	\$600.	\$600.
Totals	<b><u>\$2,150.</u></b>	\$1,900.
-----		
SOS Xtreme Comfort		
Install 275 Gal. Roth Tank & Remove existing 275 Gal. oil tank Total	\$3,827.70	No bid
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Northern Plumbing & Heating		
Option 1 - Roth 275 Gal. double Walled Tank	\$2,850.	
Option 2 – Granby Stainless Steel 275 Gal. Tank		\$2,840.
Option 3 – Removal of existing 275 Gal. oil tank	\$1,000.	\$1,000.
Totals	\$3,850.	\$3,840.

# Crossriver Environmental, Inc.

11 Fischer Drive  
Monroe, NY 10950

Tel: (845) 222-4402 Fax: (845) 782-6919

<b>Date:</b> 11.30.21	<b>Proposal No:</b> _____	<b>Work to be performed at:</b>
<b>Proposal submitted to:</b>		<b>Address:</b> _____
<b>Name:</b>	VILLAGE OF TUXEDO PARK	SAME
<b>Address:</b>	80 LORILLARD ROAD	
	TUXEDO PARK NY 10987	
<b>Phone:</b>		
<b>Phone:</b>		

**We hereby propose to furnish the materials and perform the labor necessary for the completion of:** INSTALLATION OF 1- 275 GAL ABOVEGROUND STORAGE TANK(AST).

**SCOPE OF WORK:**

TO INSTALL NEW AST.  
TO PIPE IN NEW AST TO UNIT.  
TO PROVIDE LETTER OF CLOSURE UPON PAYMENT IN FULL.

**COST OF PROJECT:**

275 GAL AST INSTALL	\$1,300.00	SINGLE WALL STEEL AST
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TUXEDO PARK PERMIT	SUPPLIED BY VILLAGE OF TUXEDO PARK
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<b>TOTAL</b>	\$1,300.00	
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NOTE: PLEASE ADD \$250.00 FOR A DOUBLE WALL ROTH AST = 1550

**All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of:** \_\_\_\_\_ **SEE ABOVE Dollars \$**

**With payment to be made as follows:** \_\_\_\_\_ **IN FULL UPON COMPLETION**

<p>Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, weather, or delays beyond our control.</p>	<p><b>Respectfully submitted:</b></p> <p style="text-align: center;">_____ Crossriver Environmental, Inc. <b>Note:</b> This proposal may be withdrawn by us if not accepted within _____ 15 days</p>
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**Acceptance of proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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

# Crossriver Environmental, Inc.

11 Fischer Drive  
Monroe, NY 10950

Tel: (845) 222-4402 Fax: (845) 782-6919

<b>Date:</b> 11.30.21	<b>Proposal No:</b>	<b>Work to be performed at:</b>
<b>Proposal submitted to:</b>		<b>Address:</b>
<b>Name:</b>	VILLAGE OF TUXEDO PARK	SAME
<b>Address:</b>	80 LORILLARD ROAD	
	TUXEDO PARK NY 10987	
<b>Phone:</b>		
<b>Phone:</b>		

**We hereby propose to furnish the materials and perform the labor necessary for the completion of:** REMOVAL OF ONE 275 GALLON(GAL) ABOVEGROUND STORAGE TANK(AST)

**SCOPE OF WORK:**  
TO CUT, CLEAN AND REMOVE OLD AST.  
  
TO PROVIDE LETTER OF CLOSURE UPON PAYMENT IN FULL.

**COST OF PROJECT:**  
275 GAL AST REMOVAL                      \$600.00

TUXEDO PARK PERMIT                      SUPPLIED BY VILLAGE OF TUXEDO PARK  
  
**TOTAL                      \$600.00**

**All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of:** SEE ABOVE  
**Dollars \$**

**With payment to be made as follows:** IN FULL UPON COMPLETION

<p>Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents, weather, or delays beyond our control.</p>	<p><b>Respectfully submitted:</b></p> <p style="text-align: center;">_____ Crossriver Environmental, Inc. <b>Note:</b> This proposal may be withdrawn by us if not accepted within <u>15</u> days</p>
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**Acceptance of proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date:** \_\_\_\_\_                      **Signature:** \_\_\_\_\_

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



NY/NJ-845.351.4700  
 PA-570.618.8055  
 Fax-845.351.4694  
 sosxtremecomfort.com  
 info@sosfuels.com



# Quote

Quote #: Q-05093-1  
 Date: 12/1/2021 3:38 PM  
 Expires On: 12/31/2021

10 East Village Road • Tuxedo NY • 10987-0833

## Prepared By:

Hal Coopersmith  
 (845) 224-5368

## Prepared For:

JOHN LEDWITH  
 jledwith@tuxedopark-ny.gov  
 (845) 351-4745

## Products

### Materials

Vendor	Product Name	Product Code	Quantity
Materials	1/2" plug blk	1/2" plug blk	2.00
Materials	2" x 2" alarm only	2" x 2" alarm only	1.00
Materials	econgage 42"-44 tank	econgage 42"-44 tank	1.00
Materials	1 1/4" x 10" blk nipple	1 1/4" x 10" blk nipple	4.00
Materials	1 1/4" blk floor flange	1 1/4" blk floor flange	4.00
Materials	2" adapter cap	2" adapter cap	1.00
Materials	2" vent cap threaded	2" vent cap threaded	1.00
Materials	2" plug blk	2" plug blk	2.00
Materials	2" blk 90 elbow	2" blk 90 elbow	6.00
Materials	2" x 3" blk nipple	2" x 3" blk nipple	1.00
Materials	2" x 6" blk nipple	2" x 6" blk nipple	2.00
Materials	jumbo 2" x 1/2" x 1/2" tank bushing	jumbo 2" x 1/2" x 1/2" tank bushing	1.00
Materials	3/8" x 1/4" blk bushing	3/8" x 1/4" blk bushing	2.00
Materials	bottom tank valve 1/2" mip x 3/8"	bottom tank valve 1/2" mip x 3/8"	1.00
Materials	complete general 1A filter	complete general 1A filter	1.00
Materials	female straight adapt 2"	female straight adapt 2"	1.00
Materials	1/2" coated copper 50'	1/2" coated copper 50'	1.00

Oil Tanks

Vendor	Product Name	Product Code	Quantity
Roth	275 ROTH	275 ROTH	1.00
Oil Tanks	Indoor Oil Tank Kit	INDOORKIT	1.00

**TOTAL COST OF JOB:** \$3,827.70

**DEPOSIT REQUIRED (50%):** \$1,913.85

*Remaining balance due upon completion of job.*

**Comments**

Price Includes Removal and disposal of Old Oil tank

**Inspection**

ONLY BOILER AND FURNACE INSTALLS; THE CHIMNEY MUST BE INSPECTED AND CLEANED BY A CERTIFIED CHIMNEY SWEEP PRIOR TO INSTALLATION. WRITTEN RESULTS MUST BE GIVEN TO OUR INSTALL DEPARTMENT PRIOR TO THE DATE OF INSTALLATION. THIS REQUIREMENT DOES NOT APPLY TO OIL TANKS, GENERATOR OR AIR CONDITIONING INSTALLS.

IF THE INSTALLATION IS CANCELLED WITHIN 48 HOURS OF THE SCHEDULED INSTALLATION, A TWENTY (20) PERCENT CANCELLATION AND RESTOCKING FEE SHALL APPLY.

**Licenses**

New Jersey HIC #13VH01316000  
New Jersey LP propane #LPG-069  
New Jersey Master HVAC Contractor Jeffrey Spiegel; # 19HC00755000  
Pennsylvania HIC # PA092433  
Putnam HVAC #121-335-4  
Rockland County HVAC #1523  
Westchester HIC #WC-28991-H16

**Terms & Conditions**

- WARRANTY** – Seller warrants that the equipment sold will be free from defects in material and workmanship condition under normal use for a period of one year from the date of installation. Seller's obligation under this warranty will be limited to the repair or replacement, in Sellers discretion and judgment, of any defective parts. Seller shall under no circumstances be liable for incidental, consequential or special damages Seller will not be liable for delays or damages caused by acts of God, Terrorism, war, strikes, riots, material or labor shortages, fire flood, hurricane, accidents, abuse or misuse of equipment, or other conditions not within Sellers control. In addition, a copy of any manufacturer's warranty of the equipment sold will be given to you.
- DAMAGES LIMITED** – Damages will be limited under this contract to the amount paid to seller under the contract, and will exclude incidental or special consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above information may not apply to you.
- DEFAULT BY BUYER** – The following will be deemed a default by Buyer.
  1. Failure to make payments when due, in which event Seller may, without further notice, consider the entire unpaid principle balance due and payable immediately.



2. Failure to abide by the terms and conditions of this agreement or to maintain the automatic delivery fuel oil / propane account in good standing (in effect of the date of signing this installation Sales Contract)
4. **BILLING** – Late Fees and Collections Costs.
  1. If we do not receive full payment of any invoices by thirty (30) days from the invoice date, you must pay a late fee. The late fee will appear on your next Statement. We compute the late fee based on a periodic rate of 1.5% per month, which is an ANNUAL PERCENTAGE RATE OF 18% with a minimum late fee of \$0.50. We will figure the late fee using the Adjusted Balance Method. In no event will the late fees be more that the law allows.
  2. If we hire an attorney or collection agency to collect your outstanding balance, you agree to pay, in addition to your balances, all cost of collection as permitted by law, including without limitation, reasonable attorney and agency fees and court costs. We can accept late payments, partial payments or payments marked “payment in full” without losing any of our rights under the Agreement. We can also delay in enforcing our rights under the Agreement’s without losing any of our rights under the Agreement.
5. **INSURANCE** – Seller retains the following insurance coverages; worker’s compensation, disability, and liability insurance.
6. **CONDITION OF PROPERTY** – if any material or obstacle other than ordinary soil or gravel is encountered in excavating for the installation of the equipment, Seller will immediately notify Buyer of this condition. Buyer will have the option to cancel and be liable only for the labor and materials expended through the date of notification or to authorize the extra work to be done and execute a Modification Agreement disclosing the cost of the extra work.
7. **PERMITS** – All permits required by law to effect a standard installation will be obtained by seller and billed separately to buyer at cost plus \$95 processing fee.
8. **CAPITAL IMPROVEMENTS** – Buyer certifies that he is exempt from payment of sales and use tax on labor amount of this contract because the performance of this contract will result in a capital improvement to the real property. Buyer will notify Seller concerning the location of any utility lines or structures, including but not limited to Gas, Electric, and Water of Sewer related structures.
9. **ARBITRATION OF DISPUTES** – Any controversy or clam arising out of or relating to this contract or any breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the forgoing, any controversy of claim may be submitted by either Buyer or Seller to a small Claims court having jurisdiction of the controversy of claim, Buyer and Seller agree that for any claim initiated after the Effective Date either MAY BRING CLAIMS AGAINST THE OTHER ONLY IN BUYER OR SELLER’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, Further, Buyer and Seller agree that the arbitrator may not consolidate proceedings or more than one persons’ claims, and may not otherwise preside over any form of a representative of class proceeding.
10. **ENTIRE AGREEMENT; MODIFICATION** – Upon Credit Approval, This contract contains the entire agreement between Seller and Buyer. No oral statement or representation have been made to Buyer by Seller’s representatives that are not expressly set forth in the contract, and Buyer has not relied upon any statements or representations other that those set forth in this contract. This contract may not be modified except in writing signed by the seller and Buyer.
11. **BINDING CONTRACT; ASSIGNMENT** – Upon Credit Approval, This contract will be binding upon Seller and Buyer and their heirs, successors and assigns. Seller will have the right to assign this contract without consent of Buyer. In the event that the Seller assigns this contract, Seller shall provide written notice of the assignment to Buyer, indicating the name and address of the assignee to which any future payments are to be made by Buyer under this contract. Buyer may not assign this contract without the written consent of the Seller.
12. **ASBESTOS REMOVAL** – BUYER IS RESPONSIBLE FOR THE PROPER REMOVAL OF ASBESTOS CONTAINING MATERIALS. ANY ASBESTOS DISCOVERED AFTER WORK BEGINS WILL BE BILLED SEPARATELY TO BUYER FOLLOWING EXECUTION OF A MODIFICATION AGREEMENT.
13. **ESTIMATED COMPLETION DATE** – The following contingencies would materially change the estimated completion date: acts of God, Terrorism, War, Strikes, Labor or Material shortage, Fires, Floods, Hurricane, All unforeseen accidents, Acts or events beyond Seller’s control, and default by Buyer. Seller and Buyer have not determined a definite completion date of be of the essence, and time is not of the essence of this contract.
14. **LIEN RIGHTS** – Seller, or any subcontractor, who performs work on this contract, if not paid may have a claim against Buyer that may be enforced against Buyer’s property that is the subject of this specific installment sale, in accordance with the applicable lien law.
15. **DEPOSITS** – Seller is legally required to deposit all payments received prior to completion. In lieu of such deposit, Seller may post a contract of indemnity with Buyer guaranteeing the return of proper application of such payments to the purpose of this contract.
16. **NOTICE** – Any holder of this consumer credit contracts is subject to all claims and defenses that the debtor could assert against the Seller of goods or services obtained pursuant hereto or with

the proceeds hereof. Recovery hereunder by the debtor shall not exceed amount paid by the debtor hereunder.

17. **NOTICE TO BUYER**

1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE.
2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS CONTRACT WHEN YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
3. UNDER THE LAW, YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS;
  1. TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGES;
  2. TO REDEEM THE PROPERTY IF REPOSSESSED BECAUSE OF YOUR DEFAULT.
  3. TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED.
  4. SELLER HAS NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

This proposal is valid for thirty (30) days from the above date.

**The above list of parts is not inclusive nor is it exclusive of all parts necessary to install the HVAC system.**

All work shall be completed in a professional manner according to standard practices.

**Maintenance of the equipment must be performed annually to maintain all warranties.**

Any alterations or deviations from the above specifications involving extra costs will be executed only upon written "change of work orders" or "replacement proposal" and will become an extra charge over and beyond the proposed amount.

**BUYER'S RIGHT TO CANCEL**

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. FAILURE TO EXERCISE THIS OPTION, HOWEVER, WILL NOT INTERFERE WITH ANY OTHER REMEDIES YOU MAY POSSESS. IF YOU CANCEL, THE SELLER MAY NOT KEEP ANY OF YOUR DOWN PAYMENT.**

Buyer acknowledges that Seller has delivered, email or mailed an executed copy of this agreement.

**Customer Signature**

Signature:

Title:

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**SOS Representative Signature**

Signature:

Title: Comfort Specialist

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Please sign and email to Hal Coopersmith at [halc@sosfuels.com](mailto:halc@sosfuels.com).

***We appreciate your business!***



NY/NJ-845.351.4700

PA-570.618.8055

Fax-845.351.4694

sosxtremecomfort.com

## Letter of Agent

I expressly give authorization to M. Spiegel & Son Oil Corporation d/b/a SOS Xtreme Comfort to engage in the agreed upon work at my residence. Furthermore I authorize M. Spiegel & Sons Oil Corporation d/b/a SOS Xtreme Comfort to procure all necessary permits for this work on my behalf.

Phone # (845) 351-4745

Township TUXEDO PARK

Address 80 LORILLARD RD

Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

Sincerely,

**JOHN LEDWITH**

Print Name

Signature

Date





# Certificate of Capital Improvement

After this certificate is completed and signed by both the customer and the contractor performing the capital improvement, it must be kept by the contractor. Copies of this certificate must be furnished to all subcontractors on the job and retained as part of their records.

**Read this form completely before making any entries.**

**This certificate may not be used to purchase building materials exempt from tax.**

Name of contractor (print or type) M. Spiegel & Sons Oil Corp. d/b/a SOS Fuels			Name of customer (print or type) Tuxedo Police Booth		
Address (number and street) 10 East Village Road			Address (number and street) 80 LORILLARD RD		
City Tuxedo	State NY	ZIP code 10987	City TUXEDO PARK, NY 10987	State	ZIP code
Sales tax Certificate of Authority number (if any)					

### To be completed by the customer

Describe capital improvement to be performed:

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Project name			
Street address (where the work is to be performed)	City	State	ZIP code

I certify that:

- I am the (mark an X in one)  owner  tenant of the real property identified on this form; **and**
- the work described above will result in a capital improvement to the real property as outlined in the instructions of this form; **and**
- this contract (mark an X in one)  includes  does not include the sale of any items that will **not** become a permanent part of the real property (for example, a free-standing microwave or washing machine).

I understand that:

- I will be responsible for any sales tax, interest, and penalty due on the contractor's total charge for tangible personal property and for labor if it is determined that this work does not qualify as a capital improvement; **and**
- I will be required to pay the contractor the appropriate sales tax on tangible personal property (and any associated services) when the property installed by the contractor does not become a permanent part of the real property; **and**
- I will be subject to civil or criminal penalties (or both) under the Tax Law if I issue a false or fraudulent certificate.

Signature of customer	Title	Date
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### To be completed by the contractor

I, the contractor, certify that I have entered into a contract to perform the work described by the customer named above, and that I accept this form in good faith. (A copy of the written contract, if any, is attached.) I understand that my failure to collect tax as a result of accepting an improperly completed certificate will make me personally liable for the tax otherwise due, plus penalties and interest.

Signature of contractor or officer	Title	Date
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**This certificate is not valid unless all entries are completed.**



## Instructions

When the customer completes this certificate and gives it to the contractor, who accepts it in good faith, it is evidence that the work to be performed will result in a capital improvement to real property.

A capital improvement to real property is an addition or alteration to real property that:

- (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the real property, **and**
- (b) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, **and**
- (c) is intended to become a permanent installation.

The work performed by the contractor must meet all three of these requirements to be considered a capital improvement. This certificate may not be issued unless the work qualifies as a capital improvement. See Tax Bulletin *Capital Improvements* (TB-ST-104).

If a contractor performs work that constitutes a capital improvement, the contractor must pay tax on the purchase of building materials or other tangible personal property, but is not required to collect tax from the customer for the capital improvement. No credit or refund is allowed for the tax paid on the cost of materials by the contractor. See Tax Bulletin *Contractors – Sales Tax Credits* (TB-ST-130).

For guidance as to whether a job is a repair or a capital improvement, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs to Real Property*.

**A contractor, subcontractor, property owner, or tenant, may not use this certificate to purchase building materials or other tangible personal property tax free.** A contractor's acceptance of this certificate does not relieve the contractor of the liability for sales tax on the purchase of building materials or other tangible personal property subsequently incorporated into the real property as a capital improvement unless the contractor can legally issue Form ST-120.1, *Contractor Exempt Purchase Certificate*. (See Publication 862 for additional information.)

The term *materials* is defined as items that become a physical component part of real or personal property, such as lumber, bricks, or steel. This term also includes items such as doors, windows, sinks, and furnaces used in construction.

### Floor covering

Floor covering such as carpet, carpet padding, linoleum and vinyl roll flooring, carpet tile, linoleum tile, and vinyl tile installed as the initial finished floor covering in new construction, a new addition to an existing building or structure, or in a total reconstruction of an existing building or structure, constitutes a capital improvement regardless of the method of installation. As a capital improvement, the charge to the property owner for the installation of floor covering is **not** subject to New York State and local sales and use taxes. However, the retail purchase of floor covering (such as carpet or padding) itself is subject to tax.

Floor covering installed other than as described above does not qualify as a capital improvement. Therefore, the charges for materials and labor are subject to sales tax. The contractor may apply for a credit or refund of any sales tax already paid on the materials.

The term *floor covering* does **not** include flooring such as ceramic tile, hardwood, slate, terrazzo, and marble. The rules for determining when floor covering constitutes a capital improvement do not apply to such flooring. The criteria stated in (a), (b), and (c) above apply to such flooring.

### Temporary facilities at construction sites

Subcontracts to provide temporary facilities at construction sites that are necessary for the construction of a capital improvement are considered to be part of the capital improvement project. Examples of temporary facilities include temporary:

- heat, electric, or plumbing services;
- protective pedestrian walkways; and
- scaffolding services.

A primary contractor purchasing qualifying temporary facilities from a subcontractor must give the subcontractor a copy of Form ST-124 issued to the primary contractor by the customer (including a customer that is an exempt organization) to purchase the subcontractor's services exempt from tax.

A certificate is accepted in good faith when a contractor has no knowledge that the certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

If a contractor gets a properly completed Form ST-124 from the customer within 90 days after rendering services, and accepts it in good faith, the customer bears the burden of proving the job or transaction was not taxable.

If you are a contractor who installs items such as washing machines, clothes dryers, dishwashers, refrigerators, furniture, etc., which when installed or placed in real property do not become part of the real property, you must collect tax on your charge for the installation. The individual charge for any of these items is also taxable as the sale of tangible personal property.

If a contractor does not get a properly completed *Certificate of Capital Improvement* within 90 days, the contractor bears the burden of proving the work or transaction was a capital improvement. The failure to get a properly completed certificate, however, does not change the taxable status of a transaction; a contractor may still show that the transaction was a capital improvement.

Contractors and subcontractors must keep any exemption certificate for at least three years after the due date of the last return to which it relates, or the date the return was filed, if later. The contractor must also maintain a method of associating an exempt sale made to a particular customer with the exemption certificate on file for that customer.

### Need help?



Visit our website at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features



#### Telephone assistance

**Sales Tax Information Center:** (518) 485-2889

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

### Privacy notification

See our website or Publication 54, *Privacy Notification*.



# NORTHERN

Plumbing & Heating, Inc.

Eco Mechanical LLC.

P.O. Box 792, Mahwah, NJ 07430

MP Lic#5565 HVACR Lic#0180

(855) 627-0481

## PROPOSAL

**December 3, 2021**

**Village of Tuxedo Park  
80 Lorillard Road  
P.O. Box 31  
Tuxedo Park, New York, 10987**

**Job: Village Hall, 80 Lorillard Road, Tuxedo Park, NY 10987**

**Scope of Work: Replace Oil Tank**

**Price: See Options**

*Prices are subject to change due to the fluctuating costs of materials.*

*All change orders shall become part of this agreement.*

*Quoted prices are valid for 30 days from the date of the proposal.*

**Payment Schedule: TBDO**

*If paid by credit card an additional 3.0% charge will be added to invoice.*

*Payments not received within 30 days of invoice due date shall be considered past due and will accrue an additional interest charge of 1.5% per month of the unpaid balance until paid in full.*

*No work shall be performed (including warranty) if any amount is past due (including change orders). In addition, no release of lien shall be signed unless all payments are paid in full.*

**Change Orders:**

*Any deviation or alteration from this proposal will become an extra charge. Said charges shall in no way affect or make void the proposal. Charges for extras will be based on a time and materials basis, unless quoted as an additional charge.*

**Acceptance of Proposal:**

*This proposal may be withdrawn if not accepted within thirty (30) days from date of submission.*

*When signed by both parties, this document, including the conditions of the next page constitutes a legal and binding contract.*



**NORTHERN**

**Plumbing & Heating, Inc. ♦ Eco Mechanical LLC**

**Northern Plumbing and Heating, Inc. proposes the following:**

**Scope of Work: Replace Oil Tank**

**Option 1: Replace Oil Tank Includes the Following:**

- *Disconnect the existing oil tank.*
- *Oil tank to be emptied and removed by Russell Anderson.*
- *Install new oil tank in same location with fill and vent directly to top of tank.*

**Equipment:**

- *1 – Roth 275 Gallon Double Wall Oil Tank*
- *1 – Roth Installation Kits*
- *1 – 3/8" Fiomatic Valve*
- *1 – Garber Oil Filter*
- *3/8" Orange Coated Oil Copper Tubing*

**Total for Option 1: \$2,850.00**

**Option 2: Replace Oil Tank Includes the Following:**

- *Disconnect the existing oil tank.*
- *Oil tank to be emptied and removed by Russell Anderson.*
- *Install new oil tank in same location with fill and vent directly to top of tank.*

**Equipment:**

- *1 –Granby Black Stainless Steel 275 Gallon Oil Tank*
- *1 – Tank Alarm and Gauge*
- *1 – 3/8" Fiomatic Valve*
- *1 – Garber Oil Filter*
- *3/8" Orange Coated Oil Copper Tubing*

**Total for Option 2: \$2,840.00**

**Option 3: Tank removal by Russell W. Anderson Oil Tank Removal**

**Total for Option 3: \$1,100.00 - Approximately**

**Notes:**

- *All permit fees are additional.*
- *If paid by credit card an additional 3.0% charge will be added to invoice.*
- *Material costs are subject to change without notice due to market changes.*
- *Any revised plans or layouts will require price adjustments.*
- *All work is performed according to Mechanical Code.*
- *Workmanship is guaranteed for one year from installation date.*

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_