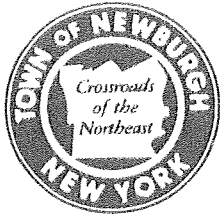


#7A Lisa



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

To: Town Board

From: Gil Piaquadio, Town Supervisor
Charlene M Black, Personnel
Eileen Rose, HR Manager

CE
ER

Date: August 12, 2025

Re: Full-Time Custodial Worker

Mr. Piaquadio Eileen and I conducted interviews for the Full-time Custodial Worker positions. We interviewed Michael Paccione. Please find attached an employee request form for Michael Paccione to become our new full-time Custodial Worker for the Building and Grounds Department. Mr. Paccione is already a full-time employee in our Recreation Department so there is no need for him to fill out any paperwork. A proposed hire date is on or after September 1, 2025 and he has been pre-approved by Orange County Human Resources. Thank you

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Michael Pacurme

DEPARTMENT: Building + Grounds

TITLE OF POSITION: Custodial Worker

FULL TIME OR PART TIME: Full time


HOURLY RATE: \$ 24.10

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1626. 5100

PROPOSED HIRE DATE: 9/1/2025

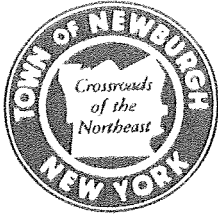
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.


DEPARTMENT HEAD SIGNATURE

8/12/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#7B Lisa



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO
Supervisor

845-564-4552
Fax: 845-566-9486
e-mail: supervisor@townofnewburgh.org

To: Town Board

From: Gil Piaquadio, Town Supervisor
Charlene M Black, Personnel
Eileen Rose, HR Manager

EW
EPR

Date: August 12, 2025

Re: Full-Time Custodial Worker

Mr. Piaquadio Eileen and I conducted interviews for the Full-time Custodial Worker positions. We interviewed Constantino Desousa. Please find attached an employee request form for Constantine Desousa to become our new full-time Custodial Worker for the Building and Grounds Department. Mr. Desousa is already a full-time employee in our Highway Department so there is no need for him to fill out any paperwork. A proposed hire date is September 1, 2025 and he has been pre-approved by Orange County Human Resources. Thank you

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Constantino De Sousa

DEPARTMENT: Building + Grounds

TITLE OF POSITION: Custodial Worker

FULL TIME OR PART TIME: Full time


HOURLY RATE: \$ 24.7723

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1626.5100

PROPOSED HIRE DATE: 9/1/2025

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


DEPARTMENT HEAD SIGNATURE

8/12/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#8A



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 Account 5144

Date: 8-8-25

I am requesting authorization to pay for Vet service:

F.A.H.

*Totaling: \$ 101.90

Canine: \$ 101.90

Feline: \$

Other: \$

TOWN OF NEWBURGH
 TRACY ACO
 645 GIDNEY AVENUE
 Newburgh, NY 12550

78569
 TONAC
 TONAC #69533

Space Below for City Use

Purchase Order		
Date Received		
Fund & Approp Charged	AMOUNT	
A0522 3510.448		
Verified		

VCA FLANNERY ANIMAL HOSPITAL
 789 Little Britain Road
 New Windsor, NY 12553
 9180

Terms July 2025 voucher Claimants Invoice # _____

Date	Invoice	Amount
7-4-25	INV ³ 535 675 4718 2025-07-03 (M) Black Pit mix	\$ 101.90

Jean Tobin

that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satisfied and that the amount claimed is actually due.

7-8-25 Jean Tobin Acct Manager
 Date Authorized Signature & Title Federal ID#

-----Space below for City use-----	
<p style="text-align: center;">Department Approval</p> <p>The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct</p> <p><u>8-8-25</u> _____ Date Authorized Official</p>	<p style="text-align: center;">Approved for Payment</p> <p>I hereby approve this claim and order it paid from the appropriations indicated the above</p> <p style="text-align: center; font-size: 2em; opacity: 0.5;">COPY</p> <p>_____ <u>_____</u> Date Comptroller or City Manager</p>



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

Flannery Animal Hospital | Date: 3/24/2025 at 12:40 | Invoice: 5356738656 | Cashier: Jean T

Client: Town Of Newburgh 2025 Animal Control (#78569) Tracey ACO 645 Gidney Ave Newburgh, NY 12550	Patient: 2025-03-23 Husky (#167844) Species: Canine (Husky, Siberian Mix) Sex: Male Unknown Color: Black And White Birth: Age: Weight: 66.6 lb
---	---

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
3/23/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
3/24/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95

Subtotal: \$101.90

A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2025-03-23 Husky	\$101.90	\$0.00	\$101.90

Prev Balance:	
Total Due:	\$101.90
Amount Paid:	\$0.00
Amount Due:	\$101.90

COPY

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

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

#8B



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 Account 5144

Date: 8.11.25

I am requesting authorization to pay for Vet service: F.A.H.

*Totaling: \$ 108.96

Canine: \$

Feline: \$ 108.96

Other: \$

TOWN OF NEWBURGH
 TRACY ACO
 645 GIDNEY AVENUE
 Newburgh, NY 12550

78569
 TONAC #02533

VCA FLANNERY ANIMAL HOSPITAL
 789 Little Britain Road
 New Windsor, NY 12553
 9180

Space Below for City Use

Purchase Order	
Date Received	
Fund & Approp Charged	AMOUNT
A0522 3510.448	
Verified	

Terms August 2025 voucher Claimants Invoice # _____

Date	Invoice	Amount
8-3-25	INV# 535 675 9034 Feline	\$ 108.96

Jean Tobin

that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satisfied and that the amount claimed is actually due.

8-4-25 Jean Tobin Acct. Manager
 Date Authorized Signature & Title

=====Space below for City use=====

<p>Department Approval</p> <p>The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct</p> <p><u>8-11-25</u> <u>[Signature]</u> Date Authorized Official</p>	<p>Approved for Payment</p> <p>I hereby approve this claim and order it paid from the appropriations indicated the above</p> <p><u>[Signature]</u> Date Comptroller or City Manager</p>
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VCA Flannery Animal Hospital PC
 789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Grau | Date: 8/4/2025 at 08:38 | Invoice: 5356759034 | Cashier: Jean T

Client

Town Of Newburgh 2025 Animal Control (#78569)
 Tracey ACO
 645 Gidney Ave
 Newburgh, NY 12550

Patient

2025-8-3 Stray Cat (#170508)
 Species: Feline ()
 Sex: | Color:
 Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
8/3/2025	Euthanasia	1.00	\$0.00		\$0.00	\$0.00
	Euthanasia	1.00	\$226.00	-\$178.54	\$0.00	\$47.46
	Gateway Group Cremation G		\$99.00	-\$37.50	\$0.00	\$61.50

Subtotal: \$108.96

Discounts	Shelters/Rescue/PetStore	-\$216.04
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Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2025-8-3 Stray Cat	\$325.00	-\$216.04	\$0.00	\$108.96

Prev Balance:	
Total Due:	\$108.96
Amount Paid:	\$0.00
Amount Due:	

COPY

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

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

#80



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 Account 5144

Date: 8.11.25

I am requesting authorization to pay for Vet service:

F.A.A.

*Totaling: \$ 84.42

Canine: \$ 84.42

Feline: \$

Other: \$

TOWN OF NEWBURGH
 TRACY ACO
 645 GIDNEY AVENUE
 Newburgh, NY 12550

4-78569
 TONAC # ~~52583~~

VCA FLANNERY ANIMAL HOSPITAL
 789 Little Britain Road
 New Windsor, NY 12553
 9180

Space Below for City Use

Purchase Order	
Date Received	
Fund & Approp Charged	AMOUNT
A0522 3510.448	
Verified	

Terms July 2025 Voucher Claimants Invoice # _____

Date	Invoice	Amount
7-27-25	INV 535675 9041 (F) BLACK LAB MEX	\$ 84.42

Jean Tobin
 that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satisfied and that the amount claimed is actually due.

8-4-25 Jean Tobin Act Manager
 Date Authorized Signature & Title Federal ID#

=====Space below for City use=====

<p>Department Approval</p> <p>The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct</p> <p><u>8/11/25</u> <u>[Signature]</u> Date Authorized Official</p>	<p>Approved for Payment</p> <p>I hereby approve this claim and order it paid from the appropriations indicated the above</p> <p>_____ Date Comptroller or City Manager</p>
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VCA Flannery Animal Hospital PC
789 Little Britain Rd. | New Windsor, NY 12553 | (845) 565 - 7387

Dr. Grau | Date: 8/4/2025 at 09:28 | Invoice: 5356759041 | Cashier: Jean T

Client

Town Of Newburgh 2025 Animal Control (#78569)
Tracey ACO
645 Gidney Ave
Newburgh, NY 12550

Patient

2025-7-27 Black Lab Mix F (#170330)
Species: Canine (Retriever, Labrador)
Sex: Female Unknown | Color: Black
Birth: 07/27/2021 | Age: 4y | Weight: 55 lb

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
7/27/2025	Boarding Animal Control	1.00	\$50.95		\$0.00	\$50.95
7/28/2025	Rabies Vaccine 3yr Canine	1.00	\$66.95	-\$33.48	\$0.00	\$33.47
	Boarding Go Home Day	1.00	\$0.00		\$0.00	\$0.00

Subtotal: \$84.42

Discounts	Shelters/Rescue/PetStore	-\$33.48
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A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2025-7-27 Black Lab Mix F	\$117.90	-\$33.48	\$0.00	\$84.42

Prev Balance:	
Total Due:	\$84.42
Amount Paid:	\$0.00
Amount Due:	

COPY

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

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

#8D.



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 Account 5144

Date: 8-11-25

I am requesting authorization to pay for Vet service:

F.A.H.

*Totaling: \$ 33.47
 Canine: \$ 33.47
 Feline: \$
 Other: \$

TOWN OF NEWBURGH
 TRACY ACO
 645 GIDNEY AVENUE
 Newburgh, NY 12550

TONAC # 7529
~~109595~~

VCA FLANNERY ANIMAL HOSPITAL
 789 Little Britain Road
 New Windsor, NY 12553
 9180

Space Below for City Use

Purchase Order	
Date Received	
Fund & Approp Charged	AMOUNT
A0522 3510.448	
Verified	

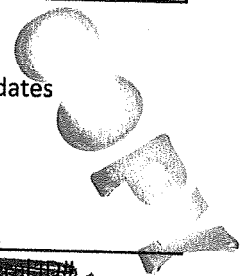
Terms June 2025 voucher Claimants Invoice # _____

Date	Invoice	Amount
6-30-25	INV# 535 675 3860 6-30-25 Sparky (M) LHASO	\$ 33.47

Jean Tobin

that the services and disbursements charged therein were rendered to or for the city of Newburgh on the dates stated, that no part thereof has been paid or satisfied and that the amount claimed is actually due.

7-3-25 Jean Tobin
 Date Authorized Signature & Title
SEWT ADMIN
8-4-25



-----Space below for City use-----

Department Approval
 The above services or materials have been rendered or furnished to the City of newburgh and the charges are correct

8-11-25
 Date Authorized Official

Approved for Payment
 I hereby approve this claim and order it paid from the appropriations indicated the above

Date Comptroller or City Manager



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

Dr. Miller | Date: 7/2/2025 at 07:57 | Invoice: 5356753860 | Cashier: Jean T

Client

Town Of Newburgh 2025 Animal Control (#78569)
 Tracey ACO
 645 Gidney Ave
 Newburgh, NY 12550

Patient

6-30-25 Sparky (#169739)
 Species: Canine (Lhasa Apso Mix)
 Sex: Male Intact | Color: Black And Brown
 Birth: | Age: | Weight: 25 lb

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
6/30/2025	Exam/Consultation Well Patient	1.00	\$99.95	-\$99.95	\$0.00	\$0.00
	Rabies Vaccine 1yr Canine	1.00	\$66.95	-\$33.48	\$0.00	\$33.47

Subtotal: \$33.47

Discounts	Shelters/Rescue/PetStore	-\$133.43
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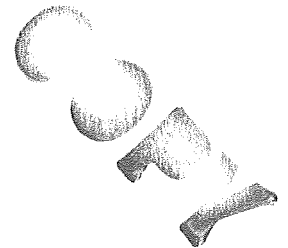
A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
6-30-25 Sparky	\$166.90	-\$133.43	\$0.00	\$33.47

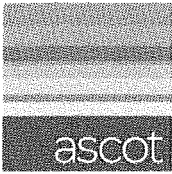
Prev Balance:	
Total Due:	\$33.47
Amount Paid:	\$0.00
Amount Due:	



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

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

#9



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured	Policy Number	Effective Date	Endorsement No.
Town of Newburgh	TBD	7/1/2025	

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$4,777.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

NEW YORK SUPPLEMENTAL SPOUSAL LIABILITY INSURANCE COVERAGE DISCLOSURE NOTICE

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE

New York State law requires an insurer issuing or delivering a policy that satisfies the requirements of New York Vehicle and Traffic Law Article 6 to make available supplemental spousal liability insurance upon the written request of a first named insured and payment of the premium.

Supplemental spousal liability insurance provides "bodily injury" liability coverage under a motor vehicle insurance policy when a person is injured or killed in a motor vehicle accident caused by the negligence of the person's spouse.

This coverage is included within the policy's "bodily injury" liability limits and does not increase the amount of those limits.

For example:

Insured's bodily injury policy coverage limit: \$100,000/\$300,000

Insured's bodily injury damage claim paid to spouse: \$75,000

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of \$100,000 per person; \$225,000

This example assumes the spouse and other claimants involved in the accident have a right to sue the "insured" for economic "loss" or for non-economic "loss" (i.e. pain and suffering) sustained as a result of a "serious injury" as defined in Insurance Law section 5102(d). It must also have been shown that there was negligence on the part of the "insured."

If you do not purchase this coverage, then the injured or deceased spouse will not be covered under the "bodily injury" liability coverage in the policy.

The additional premium for supplemental spousal liability insurance is \$1,447. If you would like to purchase supplemental spousal liability insurance, **you must request the insurance in writing and pay the additional premium.**

NEW YORK REQUIRED NOTICE OF AVAILABILITY OF SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Applicant/Named Insured: Town of Newburgh
Company: Ascot Insurance Company

New York law permits you to make certain decisions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Supplementary Uninsured/Underinsured (SUM) Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

A. Uninsured Motorists Coverage

Uninsured Motorists Coverage provides insurance protection to an insured for damages which the insured or the insured's legal representative is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your motor vehicle liability insurance policy includes Uninsured Motorists Coverage applicable to motor vehicle accidents that occur within the State of New York at limits of at least \$25,000 per person/\$50,000 per accident, unless you elect to purchase Supplementary Uninsured/Underinsured (SUM) Motorists Coverage described below.

B. Supplementary Uninsured/Underinsured Motorists Coverage

For additional protection under your policy, Supplementary Uninsured/Underinsured (SUM) Motorists Coverage is available. SUM Coverage can provide protection at higher limits than are available under Uninsured Motorists Coverage and provides protection with respect to automobile accidents that occur both in and out of New York State.

C. Basics Of SUM Coverage

Supplementary Uninsured/Underinsured (SUM) Motorists Coverage provides additional insurance coverage for bodily injury, including death resulting therefrom, sustained by an insured, as a result of an accident involving a negligent owner or operator of another motor vehicle who:

1. May have no insurance whatsoever; or
2. Even if insured, is only insured for third party bodily injury coverage at relatively low liability limits, in comparison to the policyholder's own liability limits for bodily injury sustained by third parties.

We shall not offer SUM Coverage in an amount exceeding the third party liability coverage limits purchased by the policyholder. The Policy shall provide coverage for any insured under the Policy for:

1. Bodily injury to such person, up to the limit of the SUM Coverage purchased; and
2. Receive from the policyholder's own insurer payment for bodily injury sustained due to the negligence of the other motor vehicle's owner or operator.

The maximum amount payable under the SUM Coverage shall be the policy's SUM limit reduced and thus offset by any motor vehicle bodily injury liability insurance policy or bond payments received from, or on behalf of, any negligent party involved in the accident.

D. Examples

The following examples using per person limits unless otherwise noted, illustrate the proper application of SUM Coverage:

1. Example One

Insured's Bodily Injury Damages	\$ 300,000
Insured's Liability Limit	\$ 500,000
Insured's SUM Limit	\$ 250,000
Other Motor Vehicle Liability Limit	\$ 25,000
Note: In this example, the insured has purchased the maximum amount of SUM Coverage that must be offered by the insurer, provided that the insured has purchased bodily injury liability limits of at least \$250,000. Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle, and \$225,000 (\$250,000 minus \$25,000) under the SUM Coverage, for a total recovery of \$250,000. In the event that the negligent owner or operator of the other motor vehicle had no liability insurance at all, the insured would collect \$250,000 in SUM Coverage from the insured's own insurer. However, if the owner or operator of the other motor vehicle was not negligent, then the insured would receive no SUM payments.	

2. Example Two

Insured's Bodily Injury Damages	\$ 100,000
Insured's Liability Limit	\$ 25,000
Insured's SUM Limit	\$ 25,000
Other Motor Vehicle Liability Limit	\$ 25,000
Result: Insured recovers \$25,000 from the negligent owner or operator of the other motor vehicle. The insured receives nothing under the SUM Coverage, which equals the mandatory UM coverage, since the liability limits on the other owner or operator's motor vehicle were not lower than the liability insurance limits on the insured's motor vehicle. If the insured's liability and SUM limits were both \$50,000, then the insured would collect another \$25,000 in SUM Coverage from the insured's own insurer.	

3. Example Three

Insured's Bodily Injury Damages	\$ 60,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 50,000
Result: Insured recovers \$50,000 from the negligent owner or operator of the other motor vehicle and \$10,000 under the SUM Coverage, which is the difference between the amount of the insured's SUM Coverage and the liability coverage available from the other motor vehicle owner or operator, limited by the amount of the insured's bodily injury damages.	

4. Example Four

Insured's Bodily Injury Damages	\$ 150,000
Insured's Liability Limit	\$ 100,000
Insured's SUM Limit	\$ 100,000
Other Motor Vehicle Liability Limit	\$ 25,000
Result:	
<p>If the insured and the owner or operator of the other motor vehicle were each 50 percent at fault for the accident, then the insured's total recovery would be \$75,000, in light of comparative negligence of the parties involved in the accident. The insured would recover \$25,000 from the negligent owner or operator of the other motor vehicle and \$50,000 under the SUM Coverage.</p> <p>On the other hand, if the owner or operator of the other motor vehicle was totally at fault for the accident, then the insured would recover \$25,000 from the negligent owner or operator and would then receive \$75,000 in SUM Coverage from the insured's own insurer. Had the insured purchased liability and SUM limits of \$150,000 or more, the SUM recovery would then be \$125,000.</p>	

5. Example Five

Insured's Bodily Injury Damages	\$ 25,000
Passenger's Bodily Injury Damages	\$ 25,000
Another Passenger's Damages that resulted in death	\$ 50,000
Insured's Combined Single Liability (CSL) Limit	\$ 75,000
Insured's CSL SUM Limit	\$ 75,000
Other Motor Vehicle Liability Limit	Uninsured (i.e. no coverage)
Result:	
<p>Since the other motor vehicle was uninsured, the full \$75,000 CSL SUM limit is available for all insured persons from this accident under the Policy. However, since the accident involves insured persons who were both injured and killed, the mandatory UM limits of \$25,000 per person and \$50,000 per accident for injured persons and \$50,000 per person and \$100,000 per accident for persons killed in the accident are available. Therefore, the insured and first passenger each recover \$25,000 and the second passenger's estate recovers the full \$50,000 under the SUM coverage.</p> <p>If the insured's CSL and CSL SUM limit were each \$300,000 and the insured's damages amounted to \$200,000, then all insured persons would be covered under the SUM coverage as the total damages (\$200,000 + \$25,000 + \$50,000 = \$275,000) are less than the \$300,000 CSL SUM limit.</p>	

If you elect to purchase SUM Coverage, please initial and select a SUM limit.

(Initials) _____	I select the following SUM Limits: \$ _____ per person, _____ per accident
	OR
	\$ 1,000,000 _____ per accident

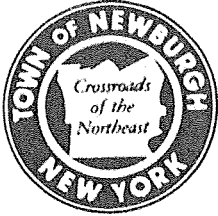


Applicant's/Named Insured's Signature

7-1-2025

Date

Lisa #10



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Gilbert Piaquadio, Supervisor
Town Board

From: Charlene M Black, Personnel *CW*
Eileen Rose, HR Manager *ER*

Date: August 19, 2025

Re: Justice Court: Court Clerk Position

As you know, Town Justice Jude Martini has a vacant position with the resignation of Christopher Slingerland. We canvassed the Court Clerk list with seven (7) applicants being interviewed. The decision to hire Jack R Baroch was made by the Judge. Attached is an employment request form from Judge Martini. Mr. Baroch's employment is pending the Town Board's approval, paperwork to be completed, physical, Drug/alcohol testing and finger printing. The rate of pay \$25.5095 per hour and with favorable results, start date on or after September 8, 2025. Thank you in advance.



NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

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

HON. JUDE T. MARTINI
TOWN JUSTICE

SAZIYE MUSTAFA
COURT CLERK TO TOWN JUSTICE

August 18, 2025

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

SUBJECT: Full-Time Clerk
Justice Court

Dear Supervisor Piaquadio:

On June 27, 2025 a full-time Court Clerk position became vacant in my part of the Court. A request was then made to the Department of Personnel to contact Orange County Human Resources for the current list of candidates. I have been provided with the list of Certification of Eligibles to fill this position.

I am requesting that the Town Board approve the following candidate off the Eligibles List to fill the Court Clerk position:

Jack R. Baroch
11 Sand Hill Lane
Florida, NY 10921
845-545-2910

I am requesting this matter be placed on the next agenda for approval by the Town Board.

Thank you.

Very truly yours,

JUDE T. MARTINI
Town Justice

JTM/sm

cc: Members of the Town Board
Lisa Vance-Ayers, Town Clerk
Charlene Black, Personnel
Eileen Rose, HR Manager

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Jack R. Baroch

DEPARTMENT: Justice Court

TITLE OF POSITION: Court Clerk

FULL TIME OR PART-TIME: Full Time

HOURLY RATE: \$25.5095

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: A1110-5100

PROPOSED HIRE DATE: 9/8/25

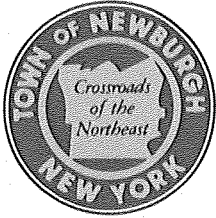
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.



DEPARTMENT HEAD SIGNATURE

8/18/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

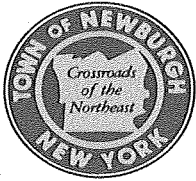
To: Supervisor Piaquadio
Town Board Members

From: Charlene M Black, Personnel

Date: August 19, 2025

Re: Part-time Clerk

Please find attached an employee request form and a memo from Lisa Ayers, Town Clerk requesting the hire of Barbara Fields as a part-time clerk. If approved Ms. Fields needs to fill out paperwork, have a pre-employment physical, fingerprints and drug/alcohol test done. A start date on or after September 8, 2025 is anticipated. Thank you.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

845-564-4554

Fax: 845-564-8589

e-mail: lisaayers@townofnewburgh.org

Lisa M. Vance Ayers
Town Clerk

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Lisa M. Vance Ayers, Town Clerk

DATE: August 21, 2025

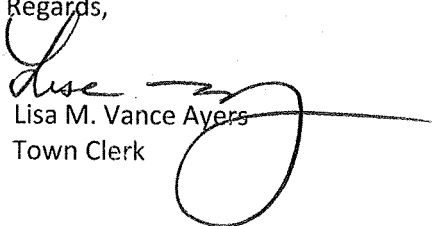
RE: Request to Hire Part Time Clerk

At this time, I am requesting your approval to hire Barbara Fields as a Part Time Clerk for a current vacancy in my office. Ms. Fields will be hired at the rate of \$20.00/hour

This position is currently funded in the 2025 Town Clerk Budget. The start date for the position will be on or after September 08, 2025.

Thank you for your consideration.

Regards,


Lisa M. Vance Ayers
Town Clerk

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Barbara A. fields

DEPARTMENT: Town Clerk

TITLE OF POSITION: Part time Clerk

FULL TIME OR PART-TIME: Part-Time

HOURLY RATE: \$ 20.00

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 1410

PROPOSED HIRE DATE: September 8, 2025

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT FINGERPRINTS, PRE-EMPLOYMENT PHYSICAL, DRUG/ALCOHOL TESTING AND COMPLETION OF ALL REQUIRED PAPERWORK.

[Signature]
DEPARTMENT HEAD SIGNATURE

August 21, 2025
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

#12A



TOWN OF NEWBURGH
1496 Route 300
NEWBURGH, NEW YORK 12550
(845) 564-4552

Date: 8/18/2025

Is the budget adjustment under \$7500?

Yes: _____ No: x _____

If yes, Please give Gil a copy to sign and deliver to the Accounting Office.

If no, Please have the board approve at the next available board meeting.

Reason why the budget transfer is needed: _____

Cover shortfall in Misc account

From:	Account Number:	<u>4001.5497</u>	Amount:	<u>\$ (15,000.00)</u>
	Account Description:	<u>Maint.Cont/Leases/Rentals</u>		
		FROM Sub Total		<u>\$ (15,000.00)</u>
To:	Account Description:	<u>4001.5499</u>		<u>\$ 15,000.00</u>
	Account Description:	<u>Other Expenses</u>		
		TO Sub Total		<u>\$ 15,000.00</u>
			Total	<u>0.0</u>

Please note: The total of from/to should be equal.


Department Head Signature

Gil Piaquadio, Town Supervisor

TOWN OF NEWBURGH
TOWN ENGINEER

#12B

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: Patrick J. Hines, Representative, Engineers for the Town 
DATE: 21 August 2025
RE: Meadow Hill Tank Demolition and Removal

The project Engineers, H2M Engineers have completed the Design and Specifications for the project. The project involves demolition and removal of the (300,000 gal) Meadow Hill water storage tank.

This tank has been out of service for many years and has been recommended for removal.

We are recommending the project be available for *Invitation to Bid* on 4 September 2025, with bids to be received by and opened on 25 September 2025, 11:00 a.m.

Bid dates for the project require Town Board approval.

I am available to discuss the project should you require additional information.

Cc: M. Taylor, Town Attorney
M. Weeks, MHE
S. Grogan, Water/Sewer Mgr
R. Clum, Town Accountant

PJH/dd

#12C

Town of Newburgh

Section 75 Block 1 Lot 4.12

TOWN OF NEWBURGH

STORMWATER CONTROL FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025 by and between the **TOWN OF NEWBURGH**, having an address at 1496 Route 300, Newburgh, New York 12550 (“**Municipality**”) and **GARDNER RIDGE ASSOCIATES, LLC**, having an address at 134 Fairview Road, Rockaway, New Jersey 07866 (the “**Facility Owner**”).

WHEREAS, the Municipality and the Facility Owner want to enter into an agreement to provide for the long term maintenance and continuation of stormwater control measures approved by the Municipality for the below named project; and

WHEREAS, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 23.3 acres more particularly described in Schedule “A” annexed hereto and made a part hereof (the “**Property**”); and

WHEREAS, the Municipality and the Facility Owner desire that the stormwater control measures be built in accordance with the approved project plans and thereafter be maintained, cleaned, repaired, replaced and continued in perpetuity in order to ensure optimum performance of the components.

NOW, THEREFORE, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality’s Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as Gardner Ridge on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality.
3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

4. The Facility Owner shall provide for the periodic inspection of the stormwater control measures, not less than once a year, to determine the condition and integrity of the measures. Such inspection shall be performed by a Professional Engineer licensed by the State of New York. The inspecting engineer shall prepare and submit to the Municipality within 30 days of the inspection, a written report of the findings including recommendations for those actions necessary for the continuation of the stormwater control measures.

5. The Facility Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the stormwater control measures except in accordance with written approval of the Municipality. The obligations of the Facility Owner under Paragraphs 2, 3, 4 and 6 of this Agreement shall toll upon the completion of the establishment of a drainage district of the Municipality and the acceptance of the dedication of the stormwater control measures by the Municipality. The tolling period shall end upon the discontinuance or dissolution of the municipal drainage district.

6. The Facility Owner shall undertake necessary maintenance, repairs and replacement of the stormwater control measures at the direction of the Municipality or in accordance with the recommendations of the inspecting engineer.

7. The Facility Owner shall provide to the Municipality within 30 days of the date of this agreement, such security for the maintenance and continuation of the stormwater control measures as the Municipality may have required in its approval in the form acceptable to the Town Engineer and Town Attorney (a bond, letter of credit or escrow account).

8. This agreement shall be recorded in the Office of the County Clerk, County of Orange and shall be included in any offering plan and/or prospectus or lease. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

9. If ever the Municipality determines that the Facility Owner has failed to construct or maintain the stormwater control measures in accordance with the project plans or has failed to undertake corrective action specified by the Municipality or by the inspecting engineer, the Municipality is authorized to undertake such steps as reasonably necessary for the preservation, continuation or maintenance of the stormwater control measures and to affix the expenses thereof as a lien against the property. The Facility Owner shall reimburse the Municipality for all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Agreement and curing a violation.

10. This agreement is effective _____, 2025.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TOWN OF NEWBURGH

GARDER RIDGE ASSOCIATES LLC

By: Gilbert J. Piaquadio, Supervisor

BY: Joseph Millstein
Printed Name: Joseph Millstein
Title: Manager

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

On the _____ day of _____, in the year 202_ before me, the undersigned, personally appeared GILBERT J. PIAQUADIO personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

Notary Public

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

On the 23rd day of December, in the year 2024 before me, the undersigned, personally appeared Joseph Millstein personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which the individual (s) acted, executed the instrument.

[Signature]
Notary Public

Tricia L. Coulard
Notary Public, State of New York
No. 01CO6053033
Qualified in Orange County
Commission Expires 9/17/27

SCHEDULE "A"

(Metes and Bounds)

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

GARDNERTOWN ASSOCIATES, a New York partnership
TO
GARDNER RIDGE ASSOCIATES, LLC

SECTION 75 BLOCK 1 LOT 4.12

LT-38333

RECORD AND RETURN TO: (Name and Address)

THIS IS PAGE ONE OF THE RECORDING ATTACH THIS SHEET TO THE FIRST PAGE OF EACH RECORDED INSTRUMENT ONLY

MELISSA NIGLIO GELADE, ESQ. STERN, KILCULLEN, LLC 75 LIVINGSTON AVENUE ROSELAND, NJ 07068

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED [X] MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2800 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)
4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALKKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5800 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)
CITIES
0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 4 CROSS REF
CERT. COPY ADD'L X-REF
MAP # PGS.
PAYMENT TYPE: CHECK [X] CASH
CHARGE
NO FEE
CONSIDERATION \$ 1,169,456-
TAX EXEMPT
MORTGAGE AMT \$
DATE

- MORTGAGE TAX TYPE:
(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(E) EXEMPT
(F) 3 TO 6 UNITS
(1) NAT. PERSON/CR. UNION
(J) NAT. PER-CR.UN/1 OR 2
(K) CONDO

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: [Signature]

RECORDED/FILED
04/18/2007/ 08:33:25
DONNA L. BENSON
County Clerk
ORANGE COUNTY, NY

FILE # 20070042046
DEED C / BK 12417 PG 0266
RECORDING FEES 207.00
TTX# 007565 T TAX 4,678.00
Receipt#722193 dab

STATE OF NEW YORK, COUNTY OF ORANGE ss:
I, Kelly A. Eskew, County Clerk and Clerk of the Supreme and County Courts, Orange County, do hereby certify that I have compared this copy with the original thereof filed or recorded in my office 4/18/2007 and the same is a correct transcript thereof in witness whereof, I have hereunto set my hand and affixed my official seal 09/17/2024.
Kelly A. Eskew
County Clerk & Clerk of the Supreme County Courts
Orange County



BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 12TH day of March, 2007

BETWEEN GARDNERTOWN ASSOCIATES, a New York partnership, c/o John J. Lease Realtors, 5020 Rt 9W, Newburgh, New York 12550, party of the first part,

and GARDNER RIDGE ASSOCIATES, LLC of 134 Fairview Road, Rockaway, New Jersey 07866, party of the second part;

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever;

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of NEWBURGH, County of ORANGE, State of New York more particularly described in Schedule A attached hereto; This conveyance is made during the regular course of business of the grantor partnership and does not constitute all or substantially all the assets of the partnership;

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.


AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

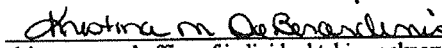
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Gardnertown Associates


JOHN J. MCDERMOTT, III, Partner

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

On the 12th day of March, 2007, before me, the undersigned, personally appeared JOHN J. MCDERMOTT, III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

KRISTINA M. DeBERARDINIS
NOTARY PUBLIC, State of New York
No. 5010397
Qualified in Dutchess County
Commission Expires March 29, 2011

TITLE NO. RCA-LT-38333

REVISED SCHEDULE A

ALL that certain lot, piece or parcel of land situate in the Town of Newburgh, County of Orange, State of New York and being more accurately bounded and described as follows:

BEGINNING at a point in the approximate centerline of Gardnertown Road marking the southeasterly corner of the herein described parcel and being on the extension of the westerly line of lands now or formerly of 633 Gidney Avenue LLC (TM #75-1-5); thence from said point or beginning and along the approximate centerline of Gardnertown Road on the following four courses and distances; North 81° 03' 51" West 263.36 feet to a point of curvature; thence on a curve to the left having a radius of 277.05 feet an arc distance of 257.81 feet to a point of tangency as defined by the chord South 72° 16' 40" West 248.60 feet; thence South 45° 37' 11" West 225.25 feet to a point of curvature; thence on a curve to the right having a radius of 225.00 feet an arc distance of 159.00 feet to the extension of the southeasterly line of lands now or formerly of Flanagan (TM #75-1-4.2) as defined by the chord South 65° 51' 54" West 155.71 feet; thence leaving Gardnertown Road and passing along the easterly line of the lands of Flanagan North 26° 30' 43" East 302.88 feet to an iron pipe found; thence along the northerly line of the lands of Flanagan North 69° 56' 12" West 249.73 feet to a point in the easterly line of the lands of now or formerly of Nolan (TM #75-1-3); thence along a portion of the easterly line of said lands North 26° 06' 13" East 205.05 feet; thence along a portion of the easterly line of said lands North 26° 06' 13" East 205.50 feet; thence along the northerly line of said lands following along a stone wall on the following two courses or distances; North 76° 30' 47" West 100.30 feet to an X-cut on a stone; thence North 72° 23' 47" West 65.20 feet to a stone wall intersection in the southeasterly line of the lands now or formerly of Smith (TM #74-3-15); thence along the easterly line of the lands of Smith continuing along the easterly line of the lands of Bruno (TM #74-3-14) and a portion of the easterly line of lands now or formerly of Copping (TM #74-3-13) and following along a stone wall North 30° 53' 54" East 444.30 feet; thence continuing along the easterly line of the lands of Copping and along the easterly line of lands of now or formerly Mahlenbrei and Deberry (TM #74-3-12) and continuing along a stone wall North 32° 00' 59" East 207.13 feet to a corner in the stone wall; thence along the northerly line of said lands and continuing along said stone wall and continuing along the lands of now or formerly of R. Lease Trust (TM #74-3-11) North 37° 34' 19" West 231.30 feet to a point on the easterly line of lands of the Town of Newburgh (TM #75-1-2); thence along a portion of the easterly line of lands of the Town of Newburgh North 37° 53' 45" East 397.54 feet to the southwesterly corner of the lands of now or formerly W.P.A. Acquisition Corp. (TM #75-1-29.1); thence along the southerly line of said lands north 89° 18' 17" East 395.27 feet; thence continuing along said lands and along a portion of the westerly line of lands now or formerly of Cirignano Limited Partnership #3 (TM #75-1-30) South 30° 07' 14" East 160.70 feet to a point in the approximate centerline of Gidneytown Creek, said point also being in the lands now or formerly of the Town of Newburgh (TM #75-1-6); thence along the westerly line of the lands of the Town of Newburgh following along the approximate centerline of Gidneytown Creek on the following five courses and distances: South 04° 52' 03" East 192.34 feet; thence South 38° 54' 08" West 91.55 feet; thence South 13° 50' 55" East 234.16 feet; thence South 08° 42' 45" West 143.00 feet; thence South 15° 38' 15" East 178.79 feet; thence continuing along the westerly line of the lands of the Town of Newburgh and a portion of the westerly line of lands now or formerly 633 Gidney Avenue LLC (TM

TITLE NO. RCA-LT-38333

REVISED SCHEDULE A

Page 2

#75-1-5) South 06° 07' 10" West 161.86 feet; thence continuing along the westerly line of the lands of 633 Gidney Avenue LLC on the remaining two courses and distances: South 08° 37' 49" East 249.40 feet and South 15° 01' 47" West 38.08 feet to the point or place of **BEGINNING**.

TOGETHER WITH an easement but subject to the terms as contained therein pursuant to a certain Easement Agreement between WPA Acquisition Corp. and Gardnertown Associates and Gardner Ridge Associates, LLC, dated 6/14/05 and recorded 9/20/05 in Liber 11944 cp 622.

For conveyancing only,
to be conveyed

Together with all right, title if intended and interest of, in and to any streets and road abutting the above described premises, to the center line thereof.

Certificate and Report of Title - New York
FORM 2215-5



Lynda Piper <clerk-supervisor2@townofnewburgh.org>

Fwd: Newburgh Rec Center - New Change Order for Additional A-John Charges

1 message

Thu, Aug 21, 2025 at 11:20 AM

Gil Piaquadio <supervisor@townofnewburgh.org>
To: Lynda Piper <clerk-supervisor2@townofnewburgh.org>

Lynda
For payment
Ty
Gil

----- Forwarded message -----

From: **Diego Frangiamone** <dfrangiamone@holtcc.com>
Date: Thu, Aug 21, 2025 at 10:40 AM
Subject: Newburgh Rec Center - New Change Order for Additional A-John Charges
To: Gil Piaquadio <supervisor@townofnewburgh.org>
Cc: Christopher Chippa <cchippa@holtcc.com>, Dan Depew <ddepew@holtcc.com>

Good Morning Gil –

Hope all is well with you. I have attached here PCO #003, for additional A-John charges for the restroom trailers. Below is a summary of the reason for the added costs, with a more detailed breakdown of the costs included on the change order description:

- . 8 toilet trailer (4 Mens, 4 Womens) was upgraded to 8 individual restrooms per Jim Presutti's direction.
- . Service was upgraded to 5x week for duration of camp per Jim Presutti's direction.
- . Sales Tax - Needs to be added to this change order. Since the restroom trailers are technically leased by Holt, and not directly by the Town of Newburgh, sales tax is applicable which was mistakenly not being charged or accounted for in PCO #001 and any of our billings through May.

This CO would cover all A-John Costs to get us to the end of September.

Any questions please do not hesitate to reach out, thank you.

Diego Frangiamone | Project Manager



25 Main St. Suite 3-1
Goshen, NY 10924
O: (845) 735-4054
M: (201) 306-3683.
F: (845) 735-4570
dfrangiamone@holtcc.com
www.holtcc.com

8/21/25, 11:38 AM

Town of Newburgh Mail - Fwd: Newburgh Rec Center - New Change Order for Additional A-John Charges

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**Gil Piaquadio,
Town Supervisor**

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



Newburgh Rec Center - PCO #003 - Upgraded Restroom Trailers+Service + Uncharged Sales Tax.pdf
121K



Holt Construction Corp.
25 Main Street Suite 3-1
Goshen, New York 10924
Phone: +18457354054

Project: 24-084 - 24-084 - Newburgh Rec Center
1702 NY-300
Newburgh, New York 12550

Prime Contract Potential Change Order #003: Restroom Trailers - Upgraded Trailers/Service + Sales Tax

Table with 2 columns: TO: (Town of Newburgh, 1496 Route 300, Newburgh, New York 12550) and FROM: (Contract: 24-084 - Newburgh Rec Center, Created by: Diego Frangiamone (Holt Construction Corp.), Created Date: 8/21/2025, etc.)

POTENTIAL CHANGE ORDER TITLE: Restroom Trailers - Upgraded Trailers/Service + Sales Tax

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #003 - Restroom Trailers - Upgraded Trailers, Daily Service, Sales Tax

Change order for the Restroom Trailers at Chadwick Lake Park, Including the following:

- . 8 stall trailer was upgraded to 8 individual restrooms per Jim Presutti's direction.
. Service was upgraded to 5x week for duration of camp per Jim Presutti's direction.
. Sales Tax - Needs to be added to this change order. Since the restroom trailers are technically leased by Holt, and not directly by the Town of Newburgh, sales tax is applicable which was not previously being charged or accounted for in PCO #001.

PCO #001 had a budget of \$123,532.20, of which we've used \$108,908.02 through July 31. Balance Remaining is \$14,624.18.

August invoice from A-John: \$18,813.75 (SALES TAX INCLUDED - ATTACHED)

September invoice estimate: \$13,164.22 (SALES TAX INCLUDED)

Unpaid Sales Tax: \$6,067.35 (See Below - INVOICES ATTACHED)

Table with 5 columns: Invoice Date, A-John Invoices #, Amount, Tax%, Tax. Rows include dates from 6/24/2024 to 11/11/2024 with amounts around \$9,175.00 and tax of \$745.47.



4/11/2025	I814594	\$ 8,850.00	0.0812 5	\$ 719.06
5/9/2025	NN815630	\$ 10,775.00	0.0812 5	\$ 875.47

CO SUB TOTAL: \$38,045.32
REMAINING BALANCE ON PCO #001: \$14,624.18

TOTAL ADD: \$23,421.14
 Fee @5%: \$1,171.06
 Ins @2.1%: \$516.44
GRAND TOTAL ADD: \$25,108.64

ATTACHMENTS:

A-John August invoice.pdf , A-John Invoices Missing Tax.pdf

#	Budget Code	Description	Amount
1	01--52-19.____.Other Temporary Toilets.Other	A-John Trailer/Service Upgrade + Tax	\$23,421.14
Subtotal:			\$23,421.14
Fee (5.00%):			\$1,171.06
Insurance (2.10%):			\$516.44
Grand Total:			\$25,108.64

Town of Newburgh
 1496 Route 300
 Newburgh, New York 12550

 SIGNATURE

 DATE

 SIGNATURE

 DATE

 SIGNATURE

 DATE