

R #7  
COOPERATIVE AGREEMENT / MEMORANDUM OF UNDERSTANDING

Orange County Component, Law Enforcement

Hudson Valley Arson & Explosives Task Force

This Cooperative Agreement is entered into by and between the Orange County District Attorney's Office and various city, town and village police departments in the Counties of Orange, Sullivan, Rockland, Ulster and Dutchess Counties (Hereinto referred to as "Hudson Valley Task Force Region") to include any State Law Enforcement Agencies of New York, to cooperate and act collectively as a Task Force team pursuant to Federal policies and guidelines, referred to as the "Hudson Valley Arson & Explosives Task Force" (Herein referred to as the "Task Force"), The signatories to this Agreement (each, a "Member Agency," together, the "Member Agencies"), jointly and separately agree to abide by the terms and provisions of this Agreement throughout the duration of this joint operation.

I. Purpose

- A. The purpose of this Agreement is to outline the mission of the Task Force. Additionally, to maximize interagency cooperation, these guidelines will formalize relationships between the Member Agencies regarding items such as chain of command, policy guidance, planning, training, public relations, reimbursements, funding, arrests and media coordination.

II. Mission & Objectives

- A. The mission of the Task Force is to achieve maximum coordination and cooperation, through utilizing the combined resources of the Member Agencies, to Conduct both proactive and reactive investigations into fire and explosives incidents occurring in New York's Hudson Valley Region. To this end the Task Force will conduct origin and cause and post blast investigations and conduct additional investigations related to these incidents, all to reduce the incidents of Arson, Arson for profit and explosives incidents.

The Task Force will coordinate with other local, county, state and federal investigative agencies to engage in traditional and nontraditional methods of investigation to achieve effective prosecutions before the courts of the State of New York and the United States.

The Task Force will provide support to all jurisdictions located in the Hudson Valley Task Force Region with Fire and Explosive Investigative responsibilities who have incidents beyond the scope of their own capabilities by providing manpower, expertise, technical assistance, specialized equipment and specialized services on as needed basis.

- B. The Task Force will engage in cooperative investigative and enforcement operations to meet the following objectives:

- 1.) Conduct Origin and Cause Investigations
- 2.) Respond to Post Blast Incidents
- 3.) Investigate Arson and explosives incidents
- 4.) Investigate underlying violent crime, fraud, and financial offenses related to arson and explosive incidents
- 5.) Investigate and respond to explosives and recovery incidents
- 6.) Investigate suspected incidents of financial / insurance fraud or arson for profit
- 7.) Gather and report intelligence data relating to trends and relevant statistics pertaining to Arson and Explosive Incidents.
- 8.) Apply for and execute search warrants, conduct surveillance, employ wiretap or undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecutions. Term, Modification, Member Agency Termination, and Disbanding

- C. This Agreement shall begin [REDACTED] and end [REDACTED]. This Agreement may be modified at any time by written consent of all the Member Agencies.
- D. Any Member Agency may terminate its participation in the Task Force under this Agreement. All withdrawals from the Task Force must be set forth in writing, indicating the date that the withdrawal becomes effective, and delivered to the Task Force member in charge, who will deliver same to the Executive Committee. Such notice shall be effective upon delivery or upon an effective date set forth in the notice, whichever later occurs.
- E. If a Member Agency withdraws from the Task Force, any and all property which is owned and provided by the Task Force shall be returned on or before the effective date of said withdrawal. Property as used herein shall be defined to mean any movable or tangible thing that is subject to ownership and not classified as real property.
- F. The Executive Committee shall establish a plan for disbanding the Task Force If and when the Task Force is disbanded, after any outstanding financial obligations are met, operating and forfeiture funds and equipment shall be disbursed among the Member Agencies, as determined by the Executive Committee.

### III. Organization, Supervision and Chain of Command

- A. The Hudson Valley Arson & Explosives Task Force "Executive Committee" will be comprised of three (3) officials from the Member Agencies and shall be established to oversee the administrative functions and concerns of the Task Force. The Executive Committee shall meet quarterly, per section VIII-C below, and shall consist of the following:
1. The Orange County District Attorney, or his/her designee,

2. A Police / Law Enforcement Executive or his designee appointed for the period of one year by the Orange County Chiefs of Police Association.
3. The Chief Investigator of the District Attorney's office or his/her designee.

- B. The Executive Committee shall appoint individuals to fill the following positions in the Task Force Chain of Command, to serve for the Term of this Agreement:

Task Force Officer in Charge (Must be ATF Task Force Officer)

Supervising Member, Law Enforcement

Supervising Member, Firematics (Origin & Cause)

#### IV. Personnel

- A. Personnel will be recruited from the ranks of active law enforcement and will meet the minimum qualifications set forth by the Executive Committee. All prospective Task Force Members will submit:
- 1.) Orange County Employment Application
  - 2.) Resume or Curriculum Vitae
  - 3.) Training records
  - 4.) College Transcripts
  - 5.) Recommendation letter from Police Chief of host agency
  - 6.) Proof of passing Occupational Safety and Health fitness for duty Physical
- B. Selection of personnel: Prior to being assigned to the Task Force, prospective personnel must undergo a formal review by his/her Member Agency command staff to ensure an exemplary disciplinary record with no integrity concerns. The candidate must then take part in a selection process with the Executive Committee of the Task Force, which will then make a recommendation to the respective Member Agency's Chief Administrator.
- C. It is understood and agreed that occasionally, exigent circumstances affecting the mission of the Member Agencies may require the diversion of resources, including personnel and/or technical equipment, away from the Task Force, for a reasonable period.
- D. Member Agencies with personnel assigned to the Task Force that remove their personnel for non-exigent circumstances must replace them within sixty (60) days, or that Member Agency will no longer be eligible for asset forfeiture sharing relating to assets seized after the date of removal.

#### V. Forfeiture Revenues

- A. There exist two mechanisms under law for seizure/forfeiture of criminal instrumentalities and proceeds. Under both mechanisms, the District Attorney is the authorizing authority for any seizure/forfeiture. The two mechanisms are:
1. Article 13A of the New York Civil Practice Laws and Rules (CPLR), and
  2. Federal Forfeiture pursuant to Title 18 of the United States Code, implemented through the US Department of Justice (DOJ) Forfeiture Guidelines.
- B. Any property or funds confiscated, as a direct result of a criminal investigation, will be distributed by the Task Force as follows:
1. When the property is seized through a state forfeiture, the distribution is dictated by Civil Practice Laws and Rules, Chapter Eight, Article 13A.
  2. When the property is seized through a federal forfeiture:
    - a. Twenty percent (20%) of each forfeiture received will be designated for the mandatory federal asset forfeiture administrative fees.
    - b. Twenty percent (20%) of each forfeiture returned to the Task Force will be retained by the Orange County District Attorney's Office based on their prosecutorial support to the Task Force.
    - c. The remaining of each forfeiture returned to the Task Force shall be deposited into a segregated account called the-"HV A&E TASK FORCE FORFEITURE ACCOUNT" which shall be opened under the title of and overseen by the District Attorney or his designees. All claims and/or expenditures made upon this account shall require the approval of the District Attorney or his designee. The account shall be opened in a bank located in Orange County. The title of the account, the nature of the account, and statements of the account, and any changes thereto, shall be provided to the Orange County Department of Finance, and the Orange County Comptroller's Office, on a monthly basis. The account shall be subject to audit by the County of Orange. Expenditures made through the account shall be in accordance with Orange County Purchasing bidding guidelines, the Procurement Policy and sections 103 and 104 of the General Municipal Law. Claims made upon the account shall have been approved by the Executive Committee and reflected in the minutes of Executive Committee meetings. This account shall be used to pay operational expenses for the Hudson Valley Arson & Explosives Task Force. All funds expended from this account shall be restricted by the aforementioned CPLR Article 13A and Title 18 of the U.S. Code, as well as sections 103 and 104 of the General Municipal Law.
    - d. At the quarterly Executive Committee meetings, if a Member Agency believes it is entitled to a disbursement Task Force forfeiture money, it shall submit a written request detailing its claim to the Executive Committee. The distribution request shall be discussed, and approved or

disapproved by the Executive Committee, on an ad hoc basis, at that quarterly meeting. All monies received by the Member Agencies based upon property forfeitures by Task Force shall be used by the Member Agencies in compliance with the guidelines, policies, articles, titles and sections of law.

3. This Agreement does not determine or have any authority over the distribution of seized property when non-Task Force personnel of a Member Agency seize United States currency or other property of value.

#### VI. Budget

1. The operating budget for the Task Force shall be determined on a fiscal year, from October 1<sup>st</sup> through and including September 30th.
2. The Task Force Officer in Charge will submit a proposed budget to the executive committee annually, no later than August 1st.

#### VIII. Expenditures

##### A. Wages

1. Each participating Task Force members wages or salary will be paid by his / her host member agency

##### B. Overtime

1. In addition to Member Agency overtime approval, all Task Force overtime must be pre-approved by a Hudson Valley Arson & Explosives Task Force Supervisor, if the request is for two (4) hours or less. Overtime, more than four (4) hours requires approval by a higher ranking official. Overtime shall be paid by each officer's host Member Agency.

##### C. Office Equipment

1. The Member Agencies, to the extent possible, agree to provide necessary office equipment and needed supplies to carry out the administrative operation of the Task Force

##### D. Miscellaneous Expenses

1. The Member Agencies agree that the miscellaneous expenses of the Task Force such as training, rental cars, investigative travel, etc., will be funded with asset forfeiture monies, grant or federal subsidies if available, and approved by the Executive Committee.

2. Advanced Training, it is acknowledged by all member agencies and participants that the field of fire and explosives investigations require advanced education, training, certifications and continued training and education to maintain said certifications. To that end, when no seizure or grant money exists, and free or federally (ATF) subsidized training cannot be attained the costs of training (i.e. tuition, books, room,

meals) will be covered by the Orange County District Attorney's Office upon approval from the executive committee while the participants' wages will be covered by the participating agency.

3. Personal Protective Equipment, All participants will be provided with Personal Protective Equipment (PPE) as required by the National Fire Protection Agency, consisting of, at a minimum: Protective clothing, eye protection, hearing protection, respiratory protection, safety hat / helmet and protective gloves. Every effort will be made to fund said equipment through seizures, grants and subsidies. If money is not available through aforementioned means, the cost of this safety equipment will be covered by the Orange County District Attorney's Office.

#### IX Unspecified Expenditures

1. Any Hudson Valley Arson & Explosives Task Force expenditure not specified in this Agreement will be determined, clarified and approved by the Executive Committee.

#### X. Procedures

##### A Investigations

1. All Task Force cases will be jointly investigated. Personnel from Member Agencies will staff each Task Force investigation. It is understood and agreed by all Member Agencies that no Member Agency will act unilaterally with respect to Hudson Valley Arson and Explosives Task Force cases. All Task Force cases shall be jointly conferenced with a Task Force assigned Prosecutor.

##### B. Arrests

1. All arrests made by Task Force members, as a result of a Task Force Investigation shall only be made upon the recommendation of the Task Force assigned Prosecutor who shall assist in the preparation of all charges.

##### C . Meetings, Minutes and Evaluations

1. An organizational meeting shall be held in the month of January, or as soon thereafter as practicable, upon approval and execution of this Agreement by all participating Member Agencies and their respective representatives of each municipality, and quarterly thereafter. Quarterly meetings of the Task Force Executive Committee will be held within the months of March, June, September and December, with prior written notice given to all Member Agencies. Special meetings may be called from time to time by the Commanding Officer.
2. An evaluation of the nature and result of Task Force investigations will be conducted by the Executive Committee. The criteria for evaluation will include, but not be limited to, the number of

investigations completed, number of arrests, amount of seizures, and impact on the community. Modifications or adjustments to the Task Force mission, as determined by the Executive Committee, will be implemented at the quarterly meetings when necessary.

3. Meeting minutes shall be recorded and kept in a secure location. In addition to the meeting minutes and quarterly reports, all records kept in the normal course of business shall be available for inspection by a representative of each of the Member Agencies, upon request.

#### C. Reports, Evidence and Log Policies

1. All reports and evidence will be processed and maintained in accordance with the written policies of the Task Force. The Task Force shall maintain a perpetual inventory and time and attendance log (the "Log") for all activities of the Hudson Valley Arson and Explosives Task Force. The Log shall include the following: case number, date, defendant, brief description, location, disposition, and hours of every personnel and vehicle involved in each activity of the Task Force.

#### D. Media

1. All media releases and statements will be mutually agreed upon and jointly handled by the Executive Committee. Under no circumstances will a Member Agency make any statement to the media about any Task Force investigation and/or arrest without prior clearance from the Executive Committee. The Supervising Members of Hudson Valley Arson and Explosives Task Force are authorized to make media releases on routine arrests and seizures. All media releases will include notification and/or participation, as determined by the Executive Committee, of the Chief Administrator of the Member Agency in the jurisdiction of the occurrence.

#### E. Firearms Training/Qualification and Related Training

1. In addition to any training that might be provided by the Task Force, all participants assigned shall continue routine firearms training and qualifications as provided and required by their respective Member Agency.

#### F. Use of Vehicles

1. It is recognized by all member agencies and participants that fire and explosives investigations require an expeditious response and specialized equipment. As such, members serving in an "on call" or "stand by" status will be provided with a County owned and maintained emergency vehicle, when available, and all necessary equipment to enable that member to expeditiously respond to incidents and efficiently conduct their investigations.
2. If it is determined to be operationally necessary, the Member Agencies hereby agree and authorize participants to use vehicles from all Member Agencies for the furtherance of the mission of the

Hudson Valley Arson and Explosives Task Force. Vehicles shall be used in compliance with the existing Member Agency policy.

3. If it is determined to be operationally necessary for a member to utilize a member agency department vehicle, that Member Agency, at its sole cost, agrees to provide fuel, liability and automobile insurance, maintenance, and repairs for its respective vehicle usage. Inter-agency use of vehicles is to be closely monitored by the respective Member Agencies' Chief Administrators, and ultimately the Executive Committee of the Hudson Valley Arson and Explosives Task Force.
4. If it is authorized by the Member Agency hereby agree to allow participants to use his/her vehicle to report directly to the Task Force.

#### G. Informants

1. All informants, either compensated or contractual, must be formally processed in accordance with the Task Force written informant policy prior to being actively utilized. The written informant policy will also govern the management of informants.

#### H. Complaints

1. Citizen and internal complaints against participants assigned to the Hudson Valley Arson & Explosives Task Force shall be forwarded to the Commanding Officer of the Task Force. If the complaint cannot be resolved or is a violation of the respective Member Agency's policies and procedures, the complaint will be forwarded to the respective Member Agency. That Member Agency's Chief Administrator or designee will conduct a joint investigation in conjunction with the Commanding Officer or designee of the Task Force. Nothing in this section precludes any citizen from going directly to a participant's Member Agency to file a complaint.

#### XI. Performance

- A. In performing its duties, each Member Agency shall assign qualified personnel to perform its duties in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a Law Enforcement Agency performing services of a similar nature. Each Member Agency shall always comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

#### XII. Indemnification

- A. Each Member Agency agrees to defend, indemnify and hold harmless the other Member Agencies, and their respective municipalities, including their officials, employees and agents, against all claims, losses, damages, liabilities, costs and/or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the acts or omissions of the Member Agency, its employees,

representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the other Member Agencies, or their officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Member Agency, its employees, representatives, subcontractors, assignees, or agents. The Member Agency agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

### XIII. Protection of Property

- A. Each Member Agency assumes the risk of and shall be responsible for any loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of that Member Agency, its officers, directors, members, partners, employees, representatives or assignees, to any other Member Agency's property and equipment, while such property and equipment is in that Member Agency's possession and control.

### XIV. Insurance

- a. Each Member Agency shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Disability Insurance, Commercial General Liability Insurance covering personal injury and property damage, and other insurance with stated minimum coverage.

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of the acts or duties to be performed by the Member Agencies pursuant to this Agreement. Such insurers shall be recognized financial standing, satisfactory to Orange County. Orange County shall be named as an additional insured on all Commercial General Liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of each Member Agency and not those of Orange County. Notwithstanding anything to the contrary in this Agreement, each Member Agency irrevocably waives all claims against Orange County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this section. The provision of insurance by each Member Agency shall not in any way limit each Member Agency's liability under this Agreement.

- b. Each Member Agency shall attach to this Agreement, certificates of insurance evidencing each Member Agency's compliance with these requirements.
- c. Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of Orange County, with respect to its interests, (ii) it shall not be cancelled, including without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to Orange County, directed to Orange County's Insurance Department, and (iii) the COUNTY shall have the option to

pay any necessary premiums to keep such insurance in effect, and charge the cost back to the relevant Member Agency.

- d. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:
  1. Policy retroactive dates coincide with or precede each Member Agency's start of the performance under this Agreement (including subsequent policies purchased as renewals or replacements); and
  2. Each Member Agency shall maintain similar insurance for a minimum of three (3) years following the end of this Agreement; and
  3. If the insurance is terminated for any reason, each Member Agency agrees to purchase for Orange County, an unlimited, extended reporting provision to report claims arising from the acts or duties performed under this Agreement; and
  4. Immediate notice shall be given to Orange County, through the Orange County Attorney's Office, and Orange County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the performance under this Agreement.

XV. Heading and Defined Terms

- A. Section headings used in this Agreement are for reference and convenience only and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

XVI. Entire Agreement

- A. The rights and obligations of the Member Agencies and their respective agents, successors and assignees shall be subject to and governed by this Agreement, in conjunction with and pursuant to the policies and guidelines as described in the April 2009 version of the "Guide to Equitable Sharing for State and Local Law Enforcement Agencies," published by the United States Department of Justice, Criminal Division, Asset Forfeiture and Money Laundering Section.
- B. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

\*Signature Page Follows\*

Dates of Agreement:

04/30/2025 through 04/29/2026

Chief Administrators' Signatures

X \_\_\_\_\_

Orange County District Attorney / Designee

\_\_\_\_\_ Date

X \_\_\_\_\_

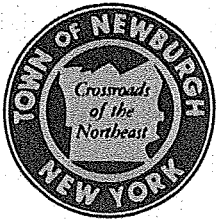
Chief of Department / Designee

\_\_\_\_\_ Date

X \_\_\_\_\_

Supervisor / Mayor / Designee

\_\_\_\_\_ Date



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#8

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board Members

From: Eileen P Rose, HR Manager *EPR*

Date: September 19, 2025

Re: Part-time Recreation Aide

Mr. Presutti would like to hire Jayden Rivera, as a part-time Recreation Aide starting on or after October 6, 2025. The salary is \$20.00 per hour. The applicants' hiring is contingent on your approval and his completing his physical. His application also needs to be pre-approved from Orange County Human Resources.

Thank you in advance.



## **TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

**Jim Presutti**

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: September 18, 2025

RE: Part Time Recreation Aide

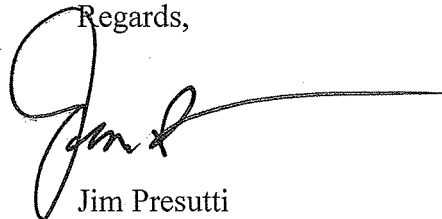
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We are requesting your approval to hire Jayden Rivera as a part time Recreation Aide to fill the current opening in the Recreation Department. Mr. Rivera will be hired at the rate of \$20.00/hour.

This position is currently funded in the 2025 Recreation Department budget. The start date for this position will be on or after October 6<sup>th</sup>.

Thank you for your consideration.

Regards,



Jim Presutti

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JAYDEN RIVERA

DEPARTMENT: RECREATION

TITLE OF POSITION: RECREATION AIDE

FULL TIME OR PART TIME: PART TIME

HOURLY RATE: \$20.00

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: A7310.5100

PROPOSED HIRE DATE: ON OR AFTER 10/6/25

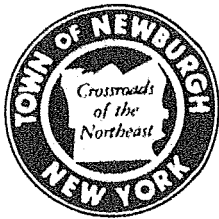
NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK.

  
DEPARTMENT HEAD SIGNATURE

9/18/25  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
5-22-2017



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#9B Lisa

PERSONNEL DEPT.

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

To: Supervisor Piaquadio  
Town Board

From: Eileen P Rose, HR Manager *EPR*

Date: September 17, 2025

Re: Provisional Fire Inspector Position

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This is a request from Gerald Canfield, Code Compliance Supervisor, to hire Kenneth Betz to fill the vacated position of Full Time Fire Inspector. This position is a part of the UPSEU contract. Mr. Betz is currently employed as a Part Time Assistant Building Inspector.

# TOWN OF NEWBURGH

*Crossroads of the Northeast*

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21 Hudson Valley Professional Plaza  
Newburgh, NY 12550

CODE COMPLIANCE DEPARTMENT  
TELEPHONE 845-564-7801  
FAX LINE 845-564-7802

September 16, 2025

To: Supervisor Piaquadio  
Town Board Members  
Eileen Rose HR Manager  
Ron Klum Accountant

From: Gerald Canfield Code Compliance Supervisor



Re: Provisional Vacant Fire Inspector Position

I would like the Boards authorization to hire Kenneth Betz to fulfill the vacated position of Full Time Fire Inspector in the Code Compliance Department. The funds for this position are available in the 2025 budget line # 3410.5100. Mr. Betz will be subject to all new hire requirements per our personnel department. Additionally, Mr. Betz is currently employed by us as Part Time Asst. Building Inspector with a current N.Y.S. Code Enforcement Certification. I am available for any questions of concerns.

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Kenneth Betz

DEPARTMENT: Code Compliance

TITLE OF POSITION: Fire Inspector

FULL TIME OR PART-TIME: Full Time

HOURLY RATE: per UPSIU contract

IS POSITION FUNDED IN CURRENT BUDGET: ☒ YES OR NO ☐

FUND APPROPRIATION NUMBER: 3410.5100

PROPOSED HIRE DATE: ASAP

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

[Signature]  
DEPARTMENT HEAD SIGNATURE

9/16/25  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

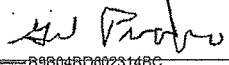
#9C

**Memorandum of Agreement**

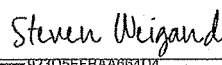
It is hereby agreed by and between the Town of Newburgh and the United Public Service Employees Union as follows:

1. The title of Fire Inspector shall be added to the recognition clause set forth in Article 1, Section 1 of the collective bargaining agreement.
2. The salary schedule for "Building Inspector" shall be revised to reflect "Building Inspector/Fire Inspector," and Article 8, Section 4 of the collective bargaining agreement regarding shirts and boot reimbursement shall apply to the Fire Inspector.
3. The Union waives the posting requirements set forth in Article 6 of the collective bargaining agreement regarding the Fire Inspector position.
4. This Agreement is subject to the approval of the Town Board.

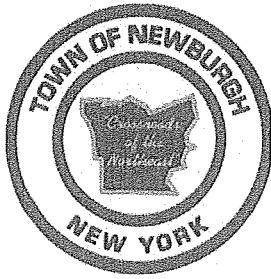
Dated:

DocuSigned by:  
  
89B04BD002314BC  
Town of Newburgh

9/19/2025

DocuSigned by:  
  
923D5FEBAA864D4  
United Public Service Employees Union  
Steven Weigand

9/18/2025



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: 9.15.25

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I am requesting authorization to pay for Vet service:

F.A.A.

\*Totaling: \$ 33.47

Canine: \$ 33.47

Feline: \$

Other: \$

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

78569  
TONAC #62533

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

A0522 3510.448

AMOUNT

Verified

Terms

Aug 2025 Voucher

Claimants Invoice #

Date	Invoice	Amount
8-30-25	INVT 535 676 4250 8-30-25 Bear (M) P.F.	\$ 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.

9-5-25

Date

Jean Tobin

Authorized Signature & Title

Acct. Manager

~~Phone~~ ID#

-----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

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. Stonefield | Date: 9/5/2025 at 11:22 | Invoice: 5356764250 | Cashier: Jean T

Client

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

Patient

8-30-25 Bear (#171120)  
Species: Canine (Pitbull Mix)  
Sex: Male Intact | Color: Black And White  
Birth: 08/30/2018 | Age: 7y | Weight: 68 lb

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
8/30/2025	Doctor Directed Visit	1.00	\$0.00		\$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	-\$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

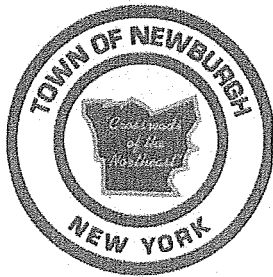
Patient Name	Total Price	Total Discount	Total Tax	Total Due
8-30-25 Bear	\$66.95	-\$33.48	\$0.00	\$33.47

Prev Balance:	1053.106
Total Due:	\$33.47
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](https://vcahospitals.com/privacy-policy).

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



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: 9.2.25

---

I am requesting authorization to pay for Vet service:

F.A.H.

\*Totaling: \$ 186.32

Canine: \$ 186.32

Feline: \$

Other: \$

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

TONAC # ~~1000~~ 3

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

Aug 2025 Voucher

Claimants Invoice #

Date	Invoice	Amount
8-23-25	INU <sup>+</sup> 5356762499 2025-08-23 Sky (F) Husky	\$ 101.90
8-24-25	INU <sup>+</sup> 5356762439 2025-8-24 maltese mix (F) white	\$ 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.

186.32

8-24-25  
Date

Jean Tobin  
Authorized Signature & Title

Acct. Manager  
Federal ID#

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

8/2/25  
Date

[Signature]  
Authorized Official

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

Date

[Signature]  
Comptroller or City Manager



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

Dr. Winter | Date: 8/25/2025 at 14:02 | Invoice: 5356762499 | Cashier: Jean T

Client

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

Patient

2025-08-23 Sky (#170966)  
Species: Canine (Husky, Siberian Mix)  
Sex: Female | Color: Black And White  
Birth: | Age: | Weight: 45 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
8/23/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
8/24/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
8/25/2025	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

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
2025-08-23 Sky	\$101.90	\$0.00	\$101.90

Prev Balance:	
Total Due:	\$101.90
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](https://vcahospitals.com/privacy-policy).

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

COPY



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

Dr. Stillman | Date: 8/25/2025 at 12:00 | Invoice: 5356762439 | Cashier: Jean T

Client:

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

Patient:

2025-8-24 Maltese Mix (#170967)  
Species: Canine (Maltese Mix)  
Sex: Female Unknown | Color: White  
Birth: | Age: | Weight: 7.30 lb

Detailed Visit Information

Date	Description	Qty	Price		Total Price
8/24/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
8/25/2025	Rabies Vaccine 1yr Canine	1.00	\$66.95	-33.48	\$33.47
	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal:

\$84.42

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	Disc	Total Due
2025-8-24 Maltese Mix	\$117.90	-33.48	\$84.42

Prev Balance:  
Total Due:  
Amount Paid:  
Amount Due:

#1 84.42  
\$0.00

COPY

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

#11A

## CERTIFICATE OF ABANDONMENT

### PORTION OF BERRY LANE

The undersigned, Mark Hall, Superintendent of Highways of the Town of Newburgh, Orange County, New York, certifies that a portion of Berry Lane located in the Town of Newburgh, as such portion is further described in Schedule "A" annexed hereto and made a part hereof, has not been travelled or used as a highway for at least the past six (6) years and that the said section of highway is deemed abandoned as public a right of way pursuant to New York Highway Law Section 205(1).

Upon written consent of a majority of the Town Board of the Town of Newburgh this Certificate of Abandonment shall be filed with the Town Clerk's office in accordance with Highway Law Section 205(1).

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Hall, Highway Superintendent

Consented to by the Town Board of the  
Town of Newburgh:

\_\_\_\_\_  
Gilbert J. Piaquadio, Supervisor

\_\_\_\_\_  
Paul I. Ruggiero, Councilman

\_\_\_\_\_  
Scott M. Manley, Councilman

\_\_\_\_\_  
Anthony R. LoBiondo, Councilman

\_\_\_\_\_  
James Politi, Councilman

#11A

Legal Description of Abandoned Right of Way or Lane

A portion of a right of way or lane with an unknown width described in a deed from Michael J. Battiato to Robert J. Maneely and Christine E. Maneely dated March 28, 1950 and recorded as Deed Liber 1152 at Page 520 and repeated in a deed from John H. Miller and Stella Miller to John S. Miller and Vincenza Miller dated June 3, 1971 and recorded as Deed Liber 1874 at Page 1020 and located on a parcel of land now or formerly of YM & YH Developers LLC as described in a deed dated February 14, 2022 and recorded March 11, 2022 in the Orange County Clerk's Office as Deed Liber 15178 at Page 492 situate, lying and being in the Town of Newburgh, County of Orange and State of New York being more particularly bounded and described as follows:

BEGINNING at a point along the northerly line of said lands described in Deed Liber 15175 at Page 492 at the southerly terminus of Berry Lane, said point being 503 feet more or less measured along said northerly line from its point of intersection with the centerline of New York State Route 300 (Platekill Turnpike or County Highway No. 28);

Thence in a general southerly direction 1,126 feet more or less to the division line between said lands now or formerly of YM & YH Developers LLC on the north, lands formerly of David Reid on the south and in part along lands formerly of James H. Anderson ( Tax Lots 39, 41.2, 42 and 44) on the westerly side of the right of way or lane. This description is intended to describe the approximate centerline of said right of way or lane with an unknown width.



Gil Plaquadio <supervisor@townofnewburgh.org>

#1 FB

## Authority to Regulate Weight Limits and Speed Limits on Bridges

1 message

Mark Taylor <MTaylor@nidenweiner.com>

To: Gil Plaquadio <supervisor@townofnewburgh.org>, Scott Manley <councilmanmanley@townofnewburgh.org>

Tue, Aug 26, 2025 at 10:43 AM

FYI. VTL provisions on bridge and "elevated structure" weight limits and speed limits.

"Elevated structures" aren't defined but I doubt a culvert would fit.

Looks like an engineering study would be needed in any event.

Best,

Mark

\$ 1660

28. Exclude trucks, commercial vehicles, tractors, tractor-trailer combinations, tractor-semitrailer combinations, or tractor-trailer-semitrailer combinations in excess of any designated weight, designated length, designated height, or eight feet in width, from highways or set limits on hours of operation of such vehicles on particular town highways or segments of such highways. Such exclusion shall not be construed to prevent the delivery or pickup of merchandise or other property along the highways from which such vehicles or combinations are otherwise excluded.

(b) Each such town board shall cause to be determined, for all bridges and elevated structures under its jurisdiction, the capacity in tons of two thousand pounds which the bridge or structure will safely carry. Upon bridges or structures of insufficient strength to carry safely the legal loads permissible by section three hundred eighty-five of this chapter, the town board shall cause signs to be erected to inform persons of the safe capacity.

\$ 1663. Special speed limits on bridges and other elevated structures. The town board of any town may determine the maximum speed which may be maintained without structural damage to bridges and elevated structures that are a part of

any town highway in such town and, if, such maximum speed is lower than the maximum speed limit otherwise applicable, may by order, rule or regulation establish such lower maximum speed limit at which vehicles may proceed on any such bridge or structure.

#12

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_th day of September, 2025 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF TOWN BOARD OF THE  
TOWN OF NEWBURGH AS LEAD  
AGENCY ADOPTING SCOPE FOR  
DRAFT GENERIC ENVIRONMENTAL  
IMPACT STATEMENT FOR PROPOSED  
TOWN OF NEWBURGH  
COMPREHENSIVE PLAN UPDATE

Councilman \_\_\_\_\_ presented the following resolution which was seconded by Councilman \_\_\_\_\_.

**WHEREAS**, the Town of Newburgh has initiated a Comprehensive Plan Update process so as to update and amend the Town's Comprehensive Plan Update adopted in October, 2005, as amended from time to time thereafter (the 2005 Comprehensive Plan Update), which reconstituted and amended the Town's Master Plan adopted in March, 1991; and

**WHEREAS**, the Town of Newburgh has heretofore caused an inventory and analysis of its resources to be prepared; and

**WHEREAS**, the Town Board has duly established and appointed a "Comprehensive Plan Update Committee" (the "Committee") whose membership included a member of the Town's Planning Board and a member of the Town's Zoning Board of Appeals; and

**WHEREAS**, the Committee has coordinated the preparation of the Comprehensive Plan Update to address particular areas of concern and conducted three public input sessions where members of the public were invited to participate and contribute to the planning process and included a link on the Town's Web-site that allows member of the public to submit written comments for consideration in order to assure full opportunity for citizen participation in the preparation of the proposed plan; and

**WHEREAS**, the Committee caused to be prepared and reviewed a draft Comprehensive Plan Update which includes proposed recommended planning and zoning action items, proposed rezonings, recommended Code enforcement textual clarifications, proposed transportation action items and proposed water, sewer and utility action items; and

**WHEREAS**, the Town Board and the Committee recognize the importance of sound planning as a means of promoting responsible development and protecting the health, safety and general welfare of the citizens of the Town of Newburgh and otherwise fulfilling the legislative findings and intent set forth in Town Law Section 272-a; and

**WHEREAS**, the Town Board has determined that the proposed adoption of the Comprehensive Plan Update should be reviewed as an action (the "Action") under Part 617 of the General Regulations ("Part 617") adopted pursuant to Article 8 of the Environmental Conservation Law ("SEQR") and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

**WHEREAS**, the Town Board of the Town of Newburgh has caused a full Environmental Assessment Form (the "EAF") to be prepared for the proposed adoption of the Comprehensive Plan Update (the "Action"); and

**WHEREAS**, the Town Board proposes to undertake, fund and approve the Action and

**WHEREAS**, the Town Board has determined that the following agencies identified by the EAF, using all due diligence, are involved or interested agencies for the Action:

Orange County Department of Planning

Town of Newburgh Planning Board

Town of Newburgh Comprehensive Plan Update Committee

Town of Newburgh Zoning Board of Appeals

New York State Department of Environmental Conservation; and

**WHEREAS**, the Town Board has caused the EAF to be delivered to all said agencies and notified them that a lead agency must be agreed upon within thirty (30) calendar days of the date of mailing and of the Town Board's intent to be the lead agency in a coordinated review of the Action which has been determined to be Type I; and

**WHEREAS**, on May 28, 2025 the Town Board pursuant to SEQR, Part 617 and Chapter 100 of the Town of Newburgh Municipal Code, declared itself Lead Agency for this Type I Action for the purpose of conducting a coordinated review; and

**WHEREAS**, the Town Board, as Lead Agency, hereby determines that said Action may have a significant effect on the environment by producing recommendations which when ultimately adopted may lead to substantial changes in the use or intensity of use of land including agricultural, open space or recreational resources, or in its capacity to support existing uses, and accordingly does issue the Positive Declaration annexed hereto and made a part hereof; and

**WHEREAS**, the Town Board determined that a Positive Declaration be filed and distributed and notice of the Positive Declaration was published in the Environmental Notice Bulletin in accordance with the requirements of SEQR and Part 617 on June 18, 2025; and

**WHEREAS**, the Town Board, as Lead Agency, determined that a Draft Generic Environmental Impact Statement ("DGEIS") shall be prepared for the Action as provided in §617.10(b) of Part 617; and

**WHEREAS**, the Town Board, as lead agency and project sponsor, determined that scoping would be conducted; and

**WHEREAS**, a draft scope was prepared, provided to all the above agencies and others who have expressed interest in the Comprehensive Plan Update in writing, and its availability was noticed in the ENB on August 27, 2025 and

**WHEREAS**, the notice of availability and draft scope were published on the Town's website, and

**WHEREAS**, a period of at least twenty (20) days following both notice and publication was provided for the public to review and provide written comments on the draft scope; and

**WHEREAS**, the Town Board has received and reviewed all comments submitted on the draft scope.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board as Lead Agency hereby adopts the Scope annexed hereto for the Draft Generic Impact Statement for the proposed Town of Newburgh Comprehensive Plan Update.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

Paul Ruggiero, Councilman \_\_\_\_\_ voting \_\_\_\_\_

Scott M. Manley, Councilman \_\_\_\_\_ voting \_\_\_\_\_

Anthony R. LoBiondo, Councilman \_\_\_\_\_ voting \_\_\_\_\_

James Politi, Councilman \_\_\_\_\_ voting \_\_\_\_\_

Gilbert J. Piaquadio, Supervisor \_\_\_\_\_ voting \_\_\_\_\_

The resolution was thereupon declared duly adopted.