

#5A

TOWN OF NEWBURGH

AUDIT # 9

DATE: MAY 12, 2025

TOTAL OF ALL PAYMENTS: \$ 2,522,279.28

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,522,279.28 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated: May 12, 2025

Town Clerk Office

Town Board:

#5B

Town Board Meeting May 12, 2025

Review Status Report and Budget Status Report for April 2025

#6



TOWN OF NEWBURGH

1496 ROUTE 300, NEWBURGH, NEW YORK 12550

Molly A. Carhart
Sole Assessor

845-564-4550
Assessor@TownOfNewburgh.org

April 22, 2025

Mr. Gil Piaquadio, Supervisor

Mr. Paul Ruggiero, Councilman

Mr. Scott Manley, Deputy Supervisor

Mr. Anthony LoBiondo, Councilman

Mr. Jim Politi, Councilman

Gentlemen,

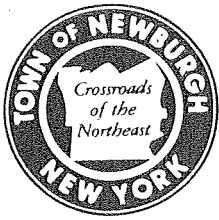
It is an honor and a pleasure to serve the Town of Newburgh as assessor. The current assessor term expires September 30, 2025. I am asking to be reappointed for the next six-year term of service beginning on October 1, 2025.

If you have any questions, I will make myself available for discussion.

Thank you for your consideration.

Respectfully submitted,

Molly A. Carhart



#1 Lisa
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

April 30, 2025

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

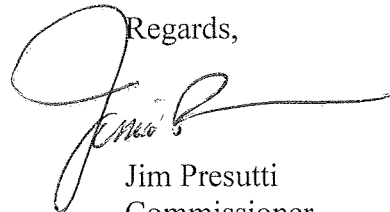
FROM: James Presutti, Commissioner

RE: Laborer - Seasonal Hire

I would like to request approval to change Jayden Rivera's start date to May 13th. Jayden was already approved for hire at the April 28th Workshop Meeting with a start date beginning June 2nd.

Thank you for your consideration.

Regards,



Jim Presutti
Commissioner



#9A

TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 4.29.25

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

*Totaling: \$ *902.18*

Canine: \$ *599.88*

Feline: \$ *302.30*

Other: \$

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

DO NOT WRITE IN THIS BOX

DEPARTMENT Animal Control

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

CLAIMANT'S
 NAME AND
 ADDRESS

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

TERMS

Net 30 Days

Invoice #

Canine

Dates	Quantity	Description of Materials or Services	Unit Price	Amount
4/5/25	925926			18.00 ✓
4/5/25	925927			217.10 18.00 ✓
4/17/25	927058			193.50 209.72 ✓
4/17/25	927120			
TOTAL				599.88 ✓

CLAIMANT'S CERTIFICATION

I, Dora M. Cast, certify that the above amount in the amount of \$ 599.88 is true and correct, that the materials, services and disbursements charged were rendered to or for the municipality on the same account; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

4/29/25
 DATE

Dora M. Cast
 SIGNATURE

Practice Mgr
 TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

4-29-25
 Date

[Signature]
 Authorized Official

APPROVAL FOR PAYMENT

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

 Date Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 561-2660

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

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

Printed: 04-29-25 at 9:49a
Date: 04-05-25
Account: 19984
Invoice: 925926

Date	For	Qty	Description	Price	Discount	Net Price
04-04-25	Gerry 15-25	1	CANINE RABIES / 1YEAR	64.00	46.00	18.00 **
Total charges, this invoice...						18.00
**Total discount included: 46.00						

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

Reminders for: **Gerry 15-25** Last done

04/26	CANINE RABIES / 3 YEAR
10/25	Spay your pet at 5-6 months
10/25	Canine Kennel Cough Vacc -1 ye
10/25	FECAL EXAM
07/25	Pro-Heart 12 (51-100lbs)
01/25	HEARTWORM TEST
10/24	CANINE DIST/A2/PI/PARVO 1Y

LIKE US ON FACEBOOK.COM!

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

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

CONFIDENTIAL

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-29-25 at 9:48a
Date: 04-05-25
Account: 19984
Invoice: 925927

Date	For	Qty	Description	Price	Discount	Net Price
04-03-25	Kendra 9-25	1	---Warm Water Blanket in Surgery			0.00
04-03-25		1	----Recovery in Heated Cage			0.00
04-03-25		1	-CapnographMonitoring w/Anesthe			0.00
04-03-25		1	---PulseOximeterMonitoring w/Anes			0.00
04-03-25		1	---BloodPressureMonitoring w/anes			0.00
04-03-25		1	-I.V.Cath. /subcut fluids during surg	157.00	157.00	0.00 **
04-03-25		1	Anesthesia- Isoflurane	454.00	454.00	0.00 **
04-03-25		1	HERNIA addit'l during OHE/neuter	350.00	175.00	175.00 **
04-03-25		1	OHE Canine 7-12 MOS.	557.00	437.00	120.00 **
<p>Your pet has been spayed. This eliminates the risk of uterine infection and lowers the risk of breast tumors when she gets older. Expect her to be quiet and not as active for a few days. Restrict exercise for the next two weeks. This receipt certifies that your pet has been spayed. Please keep this with your pet's health records.</p>						
04-03-25		1	Elizabethan Collar 25cm			32.50 19.50
04-03-25		0.15	-HydromorphoneInject 10mg/ml Co			0.00
04-03-25		2.80	Penicillin G Inject / ml Outpatient	32.68	32.68	0.00 **
04-03-25		1	Oral, Topical medication administr	12.60	12.60	0.00 **
04-03-25		0.55	-TelazolInject Control Log / ml			0.00
04-03-25		1	PEDICURE- simple	22.00	22.00	0.00 **
04-03-25		1	LYME,HW,EHRlichia,ANAPLAS	125.00	95.00	30.00 **
04-03-25		10	Amoxicillin 250mg capsule #39096	21.75	21.09	0.66 **
04-03-25		5	Carprovet Tabs 100mg #390970	23.70	20.99	2.71 **
04-03-25		40	Trazodone 100mg tablets #390971	33.95	27.66	6.29 **
04-04-25		1	4DX Elisa Negative			0.00

Total charges, this invoice...

**Total discount included: 1455.02

367.16

354.16

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

Reminders for: **Kendra 9-25** (Weight: 48.0 lbs - 8m) Last done

COPIED

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-29-25 at 9:48a
Date: 04-17-25
Account: 19984
Invoice: 927058

Date	For	Qty	Description	Price	Discount	Net Price
04-17-25	Toastie 16-25	1	CANINE RABIES / 1YEAR	64.00	46.00	18.00 **

Total charges, this invoice... 18.00

**Total discount included: 46.00

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

Reminders for: **Toastie 16-25** Last done

04/26	CANINE RABIES / 3 YEAR
10/25	FECAL EXAM
10/25	Neuter your pet at 5-6 months
10/25	Canine Kennel Cough Vacc -1 ye

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

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

COPI

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-29-25 at 9:47a
Date: 04-17-25
Account: 19984
Invoice: 927120

Date	For	Qty	Description	Price	Discount	Net Price
04-17-25	Vega 13-25	1	Neuter/Canine- Town of Newburgh	140.00	45.00	95.00 **
04-17-25		1	Anesthesia- Isoflurane	454.00	454.00	0.00 **
04-17-25		1	---BloodPressureMonitoring w/anes			0.00
04-17-25		1	---PulseOximeterMonitoring w/Anes			0.00
04-17-25		1	-CapnographMonitoring w/Anesthe			0.00
04-17-25		1	----Recovery in Heated Cage			0.00
04-17-25		1	----Warm Water Blanket in Surgery			0.00
04-17-25		0.15	-HydromorphoneInject 10mg/ml Co			0.00
04-17-25		3.30	Penicillin G Inject / ml (in hosp)	33.63	33.63	0.00 **
04-17-25		1.30	Rimadyl/ Caprofen Inject / ml Outpa	47.63	47.63	0.00 **
04-17-25		1.70	-TelazolInject Control Log / ml			0.00
04-17-25		1	PEDICURE- simple	22.00	22.00	0.00 **
04-17-25		1	LYME,HW,EHRlichia,ANAPLAS	125.00	95.00	30.00 **
04-17-25		1	OSHA Compliance Biohazards Fee	12.60	6.30	6.30 **
04-17-25		1	Canine Dist/A2/Parainfluenza/Parvo	64.00	47.00	17.00 **
Your pet has been vaccinated with Pfizer's new 5 in 1 DA2PPI, the best available protection against Distemper, Adenovirus, Parvovirus, Parainfluenza, and Leptosiprosis						
04-17-25		1	Canine Respiratory Complex- Bord	64.00	47.00	17.00 **
Canine Kennel Cough is A HIGHLY contagious respiratory infection. Dogs can be exposed at any time through coughing or nose to nose contact. Boarding, grooming and or showing dogs can have incresased risk of exposure....please be sure to have your pet boosted every 12 months.						
04-17-25		1	CANINE RABIES / 1YEAR	64.00	46.00	18.00 **
04-17-25		1	Elizabethan Collar 20cm	32.50	29.22	3.28 19.50
04-17-25		10	Amoxicillin 500mg capsule #39185	24.55	23.73	0.82 **
04-17-25		10	Carprovet Tabs 75mg #391851	28.95	22.85	6.10 **

Total charges, this invoice...

193.50

**Total discount included: 919.36

209.72

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

COPI

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

DO NOT WRITE IN THIS BOX

DEPARTMENT

Animal Control

CLAIMANT'S
 NAME
 AND
 ADDRESS

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

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

TERMS

Net 30 Days

Invoice #

Date	Quantity	Description of Materials or Services	Unit Price	Amount
4/11/25	925512	<i>Feline</i>		164.50 ✓
4/15/25	926851			137.80 ✓
			TOTAL	302.30

CLAIMANT'S CERTIFICATION

Dora M Cast certifies that the above account is the account of \$ 302.30 is true and correct; that the name, services and descriptions charges were furnished to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

4/29/25
 DATE

Dora M Cast
 SIGNATURE

Practice Mgr
 TITLE

(Space below for municipal use)

DEPARTMENT APPROVAL

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

4-29-25
 Date

[Signature]
 Authorized Official

APPROVAL FOR PAYMENT

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

 Date

[Signature]
 Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-29-25 at 9:50a
Date: 04-01-25
Account: 4417
Invoice: 925512

Date	For	Qty	Description	Price	Discount	Net Price
03-29-25	8C-25	1	CONSULT / EXAM - Sick	105.00	66.50	38.50 **
03-29-25		1	Shelter euthanasia and body care f			126.00

Total charges, this invoice...

164.50

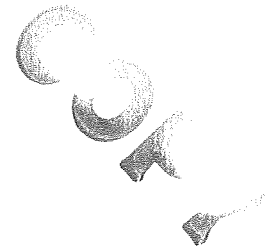
**Total discount included: 66.50

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

LIKE US ON FACEBOOK.COM!

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

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



INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 04-29-25 at 9:50a
Date: 04-15-25
Account: 4417
Invoice: 926851

Date	For	Qty	Description	Price	Discount	Net Price
04-15-25	Flare 11k25	1	Blood Draw Fee	35.00	17.50	17.50 **
04-15-25		1	Feline Rhino/Panleuk/Calicivirus #	52.00	35.00	17.00 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
04-15-25	Loki 9k25	1	FelV/ FIV Elisa SA260	163.00	117.50	45.50 **
04-15-25		1	OSHA Compliance Biohazards Fee	12.60	6.30	6.30 **
04-15-25		1	Feline Rhino/Panleuk/Calicivirus #	52.00	35.00	17.00 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
04-15-25	Nyx 10k25	1	Blood Draw Fee	35.00	17.50	17.50 **
04-15-25		1	Feline Rhino/Panleuk/Calicivirus #	52.00	35.00	17.00 **
Your cat has received the first in a series of immunizations to protect him/her against feline distemper, rhinotracheitis, and calicivirus. It is important to return for a followup booster in 3-4 weeks. Occasionally listlessness, lethargy, or localized discomfort may occur. If there is severe listlessness or facial swelling, please call us for advice.						
Total charges, this invoice...						137.80
**Total discount included: 263.80						

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



#9B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

Subject: Authorization to pay Vet Services Utilizing T-94 Account

Date: 4.28.25

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

F.A. 14

*Totaling: \$ 152.85

Canine: \$ 152.85

Feline: \$

Other: \$



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

Flannery Animal Hospital | Date: 4/15/2025 at 10:36 | Invoice: 5356741818 | Cashier: Jean T

Client

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

Patient

2025-4-14 Nutmeg (#168214)
 Species: Canine (Hound Mix)
 Sex: Female Spayed | Color: Brown And White
 Birth: 10/14/2023 | Age: 1y 6m | Weight: 43.8 lb

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
4/14/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
4/15/2025	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.

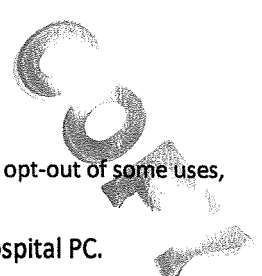
Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2025-4-14 Nutmeg	\$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.

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





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

Flannery Animal Hospital | Date: 4/22/2025 at 09:55 | Invoice: 5356742808 | Cashier: Jean T

Client

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

Patient

2025-04-20 (#168308)
 Species: Canine (Terrier Mix)
 Sex: | Color: White And Black
 Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Tax	Total Price
4/20/2025	Boarding Animal Control	1.00	\$50.95	\$0.00	\$50.95
4/21/2025	Boarding Go Home Day	1.00	\$0.00	\$0.00	\$0.00

Subtotal: \$50.95

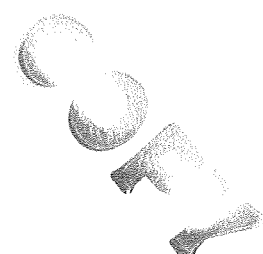
A Message from VCA

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

Invoice Summary

Patient Name	Total Price	Total Tax	Total Due
2025-04-20	\$50.95	\$0.00	\$50.95

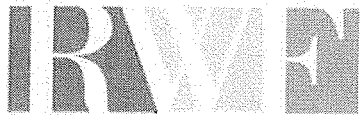
Prev Balance:	
Total Due:	\$50.95
Amount Paid:	\$0.00
Amount Due:	



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.

#10A



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF THE TOWN BOARD APPROVING
HOME RULE REQUEST FOR AN ACT TO AMEND
CHAPTER 371 OF THE LAWS OF 2020 AMENDING THE
TAX LAW IN RELATION TO AUTHROIZING THE TOWN
TO IMPOSE A HOTEL AND MOTEL TAX, IN RELATION
TO THE EFFECTIVENESS THEREOF
OUR FILE NO. 800.1(B)() (2019), 800.1(B)() (2023);
800.1(B)() (2025)

DATE: MAY 6, 2025

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stewart P. Glenn
Mary Fern Breheny
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed please find the following draft resolution for the Board's consideration pertaining to special legislation introduced by Senator Rolison and Assemblyman Jacobson which extends the authority of the Town of Newburgh to impose by local law a tax on hotel and motel occupancy of up to five percent of the charge:

RESOLUTION OF THE TOWN BOARD OF THE TOWN OF NEWBURGH APPROVING HOME RULE REQUEST FOR AN ACT TO AMEND CHAPTER 371 OF THE LAWS OF 2020 AMENDING THE TAX LAW IN RELATION TO AUTHROIZING THE TOWN TO IMPOSE A HOTEL AND MOTEL TAX; IN RELATION TO THE EFFECTIVENESS THEREOF: Bill No. A.7477 and S.7431

MCT/sel

Enc.

cc: Lisa M. Vance Ayers, Town Clerk
Joseph P. Pedi, Receiver
Molly Carhart, Assessor
Ronald Clum, Town Accountant

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 ___st day of May, 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 THE TOWN BOARD OF THE TOWN OF NEWBURGH APPROVING HOME RULE REQUEST FOR AN ACT TO AMEND CHAPTER 371 OF THE LAWS OF 2020 AMENDING THE TAX LAW RELATING TO AUTHORIZING THE TOWN OF NEWBURGH TO IMPOSE A HOTEL AND MOTEL TAX, IN RELATION TO THE EFFECTIVENESS THEREOF
Bill Nos. A. 8074 and S. 7743

Councilman _____ presented the following resolution which was seconded by Councilman _____.

WHEREAS, the Hon. Robert G. Rolison, State Senator for the 39th Senate District has introduced Bill No. S. 7743 and the Hon. Jonathan G. Jacobson, Assemblyman for the 104th Assembly District has introduced Bill No. A. 8074, legislation which authorizes the Town of Newburgh to continue to impose by local law a tax on hotel and motel occupancy of up to five percent of the charge; and

WHEREAS, the Town Board of the Town of Newburgh wishes to affirm its support and approval New York State Senate Bill No. S. 7743 and of New York State Assembly Bill No. A. 8074 pertaining to An Act to amend the tax law in relation to asking technical changes thereto, and to amend chapter 371 of the laws of 2020 amending the tax law relating to authorizing the town of Newburgh to impose a hotel and motel tax, in relation to the effectiveness thereof; and

WHEREAS, Home Rule Requests must be submitted to the Assembly and Senate for the enactment of such Special Law.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby approves Home Rule Requests to the New York State Assembly and the New York State Senate for enactment of Assembly Bill No. A. 8074 and Senate Bill No. S. 7743; and

BE IT FURTHER RESOLVED, that the Supervisor and the Town Clerk of the Town of Newburgh are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, the Home Rule Requests and all such certificates, documents and papers as may be necessary to effectuate and

carry out the foregoing resolution; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

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

<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Anthony R. LoBiondo, Councilman</u>	<u>voting</u>
<u>James Politi, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piauadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a meeting of the Town Board duly held on May __, 2025 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh



FIND YOUR SENATOR

Assembly Bill A8074

2025-2026 Legislative Session

Extends the authority of the town of Newburgh to impose a hotel and motel tax

DOWNLOAD BILL TEXT PDF

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SPONSORED BY

JACOBSON

CURRENT BILL STATUS -
In Assembly Committee





FIND YOUR SENATOR

EMAIL ADDRESS

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SUBSCRIBE

ACTIONS

VIEW ACTIONS (1)



2025-A8074 (ACTIVE) - DETAILS

See Senate Version of this Bill:

S7742

Current Committee:

Assembly Ways And Means

Law Section:

Tax Law

Laws Affected:

Ren §1202-gg to be §1202-gg-2, Tax L; amd §2, Chap 371 of 2020

Versions Introduced in 2023-2024 Legislative Session:

A7477, S7431





FIND YOUR SENATOR

8074

2025-2026 Regular Sessions

I N A S S E M B L Y

April 24, 2025

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law in relation to making technical changes thereto, and to amend chapter 371 of the laws of 2020 amending the tax law relating to authorizing the town of Newburgh to impose a hotel and motel tax, in relation to the effectiveness thereof

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Section 1202-gg of the tax law, as added by chapter 371 of the laws of 2020, is renumbered section 1202-gg-2.

§ 2. Section 2 of chapter 371 of the laws of 2020 amending the tax law relating to authorizing the town of Newburgh to impose a hotel and motel tax, as amended by chapter 322 of the laws of 2023, is amended to read as follows:

§ 2. This act shall take effect immediately and shall expire and be deemed repealed on December 23, [2025] 2028.

§ 3. This act shall take effect immediately.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [] is old law to be omitted.

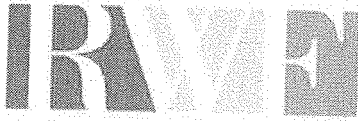
LBD11774-01-5

COMMENTS

There are no comments for this bill.



#10B



Rider Weiner & Frankel P.C.
ATTORNEYS & COUNSELORS AT LAW

MEMORANDUM

TO: HON. GILBERT J. PIAQUADIO, SUPERVISOR
TOWN BOARD MEMBERS

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: ORANGE COUNTY FIREARMS TRAINING FACILITY
REVOCABLE LICENSE

OUR FILE NO. 800.1(B)() (2025)

DATE: MAY 8, 2025

P: 845.562.9100
F: 845.562.9126
655 Little Britain Road
New Windsor, NY 12553
P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

David L. Rider
Charles E. Frankel
Michael J. Matsler
Mark C. Taylor
Deborah Weisman-Estis
M. Justin Rider

M. J. Rider
(1906-1968)
Elliott M. Weiner
(1915-1990)

COUNSEL

Stewart P. Glenn
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon

Enclosed please find the above referenced License forwarded by Orange County pertaining to the Town's access and use of the Orange County Sheriff's Office Firearms Training Facility for classes and training.

Also enclosed is a draft resolution authorizing the Agreement.

Should you have any questions in this regard, please feel free to contact me.

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Donald Bruce Campbell, Chief of Police (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

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
May, 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
AUTHORIZING FIREARMS TRAINING
FACILITY REVOCABLE LICENSE
WITH COUNTY OF ORANGE

Councilman _____ presented the following resolution which was
seconded by Councilman _____.

WHEREAS, the County of Orange has forwarded a Firearms Training Facility Revocable License dated as of January 1, 2025, pursuant to which the Town will be provided access and use of certain portions of the Orange County Sheriff's Office's Firearms Training Facility for classes and training; and

WHEREAS, the Town Board has determined it is in the best interests of the Town and the public to approve said License.

NOW, THEREFORE BE IT RESOLVED, that we the Town Board of the Town of Newburgh approve the Firearms Training Facility Revocable License as to its form and manner of execution and authorizes the Supervisor to sign and deliver said Agreement and/or ratifies his signature thereon.

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

Paul I. 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.

I, Lisa M. Vance Ayers, the duly elected and qualified Town Clerk of the Town of Newburgh, New York, do hereby certify that the following resolution was adopted at a regular meeting of the Town Board held on May __, 2025 and is on file and of record and that said resolution has not been altered, amended or revoked and is in full force and effect.

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh



FIREARMS TRAINING FACILITY REVOCABLE LICENSE

THIS FIREARMS TRAINING FACILITY REVOCABLE LICENSE ("License") is made as of the 1st day of January, 2025, by and between the **COUNTY OF ORANGE**, one of the Counties of the State of New York, having its principal office at No. 255-275 Main Street, Goshen, Orange County, New York 10924, by and through its Orange County Sheriff's Office, with an office at 110 Wells Farm Road, Goshen, New York 10924 ("Owner") and **TOWN OF NEWBURGH**, a municipal corporation and one of the Towns of the State of New York, with its principal office located at 1496 Route 300, Newburgh, New York 12550 ("User"). Owner and User may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Owner is the fee owner of certain improved real property being, lying and situated in Orange County, New York (the "County"), known as the Orange County Sheriff's Office Firearms Training Facility at SBL 16-1-1.13 and as more particularly delineated in the red box in the annexed map at Schedule "A" ("Facility"); and

WHEREAS, User desires to access and use certain portions of the Facility for classes and trainings for the authorized members of its municipal police force within the County; and,

WHEREAS, the County acknowledges a benefit from the training of such persons including, but not limited to, development of a more robust police force to serve and protect the public within areas of the County; and

WHEREAS, in light of the foregoing, Owner desires to grant User a revocable, non-exclusive license to access and use of those certain portions of the Facility for such classes and trainings subject to the terms and conditions stated herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this License.

2. **Grant of License and Description of Facilities.** Subject to the terms and conditions of this License, Owner hereby grants User, and User hereby accepts from Owner, a revocable, non-exclusive license to use the Facility solely for classes or trainings at such dates and times during the Term (as defined in Section 10) as User requests and Owner confirms in its sole discretion (each individually an "Event" and collectively, the "Events"). All requests for use shall be made by User in writing by email at jadavis@orangecountygov.com. Each such written request by User, and the written approval or denial by the Owner for each such request, are hereby incorporated into this License by reference and made a part hereof.

3. Use of Facility.

(a) User shall have the right to occupy and use the Facility and the Common Areas (as defined in Section 4 below) for the Events and no other purpose.

(b) The Parties hereby agree that the grant of this license to use the Facility shall not interfere with and/or infringe upon the Owner's ability to use the Facility as the Owner deems appropriate.

(c) User shall be liable for all damage to the Facility and all buildings, grounds, and equipment incident to the User's use of the Facilities.

(d) Any property left at the Facility by User, its officials, employees, representatives, contractors/subcontractors, assignees, guests, or agents shall, after a period of ten (10) calendar days from the date of use of the Facility, be deemed abandoned and/or be disposed of in the Owner's sole discretion.

(e) User shall abide by the rules and regulations of the Owner, including, but not limited such rules and regulations as set forth on Schedule B attached hereto and made a part hereof, as may be amended from time to time ("Range Use Policy"). User acknowledges and agrees that for each Event, it will comply with the Range Use Policy then in place. Notwithstanding the foregoing, where there is a conflict or inconsistency between this License and the Range Use Policy, this License shall control.

(f) User shall provide all materials, instructors, ammunition, and safety equipment necessary for its Use of the Facility. User shall be responsible for providing an adequate number of supervisory personnel to supervise all persons at the Facility during each Event. User shall evaluate each such person as to their fitness to participate in each Event at the Facility, shall prohibit any such person from participating in any such Event who is unfit to do so, and shall immediately remove from the Facility any such person who begins to exhibit an inability to safely continue their participation in such Event.

(g) Owner shall supply one (1) Range Safety Officer ("RSO"), and User shall supply a minimum of one (1) Range Officer ("RO"), to be on site at the Facility at all times during each Event, as further described in the Range Use Policy. Owner may designate each such RSO for each Event at its discretion and User shall designate each such RO for each Event at its discretion. In the event an RSO or RO is not available for an Event, the Event shall not go forward and Owner shall be held harmless for any and all losses stemming from the cancellation of such Event. User acknowledges and agrees that Owner's provision of an RSO hereunder shall neither negate nor limit User's obligation to abide by the terms of this License and the Range Use Policy, nor negate nor limit User's obligations under Sections 7, 8 and 9 hereof.

(h) User shall retain all records relating to User's use of the Facility, which records shall include, at a minimum, the date and time of each Event and the name and position of each person in attendance at each such Event.

4. Use of Common Areas. The Parties hereto designate the following areas of the Facility as "Common Areas" under this License: (a) adjoining parking area(s), sidewalks and pedestrian paths; (b) portable restroom trailer; (c) the range command trailer, including use of the heating system and all furniture therein; and (d) entrances/exits. The Owner acknowledges and

agrees that the User, its officials, employees, representatives, contractors/subcontractors, assignees, guests, and agents shall be permitted to use the Common Areas under this License at no additional charge to User. In addition to the provisions of this License at Section 7 hereof,

5. **Wireless Internet Service.** Owner agrees that the User is permitted to use the Facility's wireless internet service at such times it is using the Facility hereunder. User shall request the password for such service when it takes possession of the Facility.

6. **Insurance.**

(a) **Insurance Coverages and Limits.** User shall maintain or cause to be maintained, in full force and effect during the term of this License, at its sole expense, a worker's compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Owner who have been fully informed as to the nature of this License. Except for worker's compensation insurance, the Owner shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of the User and not those of the Owner. Notwithstanding anything to the contrary in this License, User irrevocably waives all claims against the Owner for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 7. The provisions of insurance by User shall not in any way limit User's liability under this License.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 each accident \$500,000 disease each employee \$500,000 disease policy limit
Automobile Liability (Including Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Including Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence

User will provide Owner with certificates of insurance evidencing User's compliance with these requirements prior to execution of the License by Owner.

(b) **Additional Required Clauses.** 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 the Owner 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 the Owner, directed to the Owner's Risk Management

Division and the Department Head and the Owner shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to User.

(c) Requirements for Claims Made Policies. 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 User's start of the performance of this License (including subsequent policies purchased as renewals or replacements);

2. If the insurance is terminated for any reason and/or for at least six (6) years following termination or expiration of this License, User will maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination or expiration of this License; and

3. Immediate notice shall be given to the Owner through the Department Head and the Owner's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to this License.

7. Indemnification. User will defend, indemnify and hold harmless Owner, its officials, employees and agents, against all claims, losses, damages, liabilities, costs 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 User's use of the Facility which the Owner, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of User, its employees, representatives, subcontractors, assignees, guests, or agents. The rights and remedies of the Owner provided for in this Section 7 shall not be exclusive and are in addition to any other rights and remedies provided by law or this License.

8. Hold Harmless. In the event that the Facility or any part of the Facility is damaged by flood, fire or other occurrence, or if for any reason, including any act of God, which in the judgment of Owner renders the use of the Facility by User impossible, impractical or unsafe and thereby renders the Facility unavailable to User, the User hereby expressly releases, discharges, and will hold harmless the Owner, its officials, employees and agents from any and all demands, claims, actions and causes of action arising out of such unavailability.

9. Express Statement of Assumption of Risk, Waiver and Release. User shall cause each and every person entering the Facility under this License (each person a "User Affiliate") to execute an Express Statement of Assumption of Risk, Waiver and Release ("Individual Waiver and Release") in substantially the same form as that annexed hereto at Exhibit "A" at check-in for the first Event in which such User Affiliate participates, and file the same with the Owner, care of the Orange County Sheriff's Office. Each such Individual Waiver and Release shall remain on file with the Owner indefinitely and shall apply with equal force for each and every subsequent instance of such User Affiliate's entrance onto the Facility. In no event shall any person be permitted to use the Facility under this License without first having complied with this Section 9.

10. Term. The term of this License shall be three (3) years to commence on the 1st day of January, 2025 and to end on the 31st day of December, 2027 ("Term"), unless sooner terminated as provided herein.

11. Termination.

(a) In the event that the User fails to comply with any of the terms or conditions of this License, Owner may terminate this License on written notice to the User, effective upon the date of depositing such notice in the mail of the U.S. Postal Service, addressed to the Owner at the address stated in the opening paragraph of this License, postage prepaid, certified mail, return receipt requested.

(b) Either Party may terminate this License upon thirty (30) days' written notice ("Termination Notice") to the other Party. The date of termination for purposes of this Paragraph 11(b) shall be the thirty-first (31st) day following the date of depositing the Termination Notice effective upon the date of depositing such notice in the mail of the U.S. Postal Service, addressed to the other Party at the address stated in the opening paragraph of this License, postage prepaid, certified mail, return receipt requested.

12. Assignment and Amendment. Neither Party may assign its rights, interest or obligations under this License without the prior written consent of the other Party. No subsequent amendment to this License shall be binding upon the Owner or the User unless reduced to writing and duly executed by both the Owner and User.

13. Entire License. This License contains all the promises, inducements, Licenses, conditions and understandings between the Owner and the User relative to the subject of this License and there are no promises, Licenses, conditions or understandings, oral or written, expressed or implied, between them other than those set forth herein.

14. Invalidity. In the event any provision or portion of any provision of this License is held invalid or unenforceable by a court of competent jurisdiction as applied to any fact or circumstance, the remaining provisions and portions of this License and the same provision as applied to any other fact or circumstance shall not be affected or impaired thereby, and shall remain valid and enforceable.

15. Waiver. No failure of any Party to exercise any right or remedy given such Party under this License or otherwise available to such Party or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties in variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof, unless such waiver is set forth in writing and executed by such Party.

16. Governing Law; No Arbitration; and Venue. This License shall be governed by and construed under the laws of the State of New York. Any and all disputes involving this License, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the Owner, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first set forth above.

OWNER:
COUNTY OF ORANGE

USER:

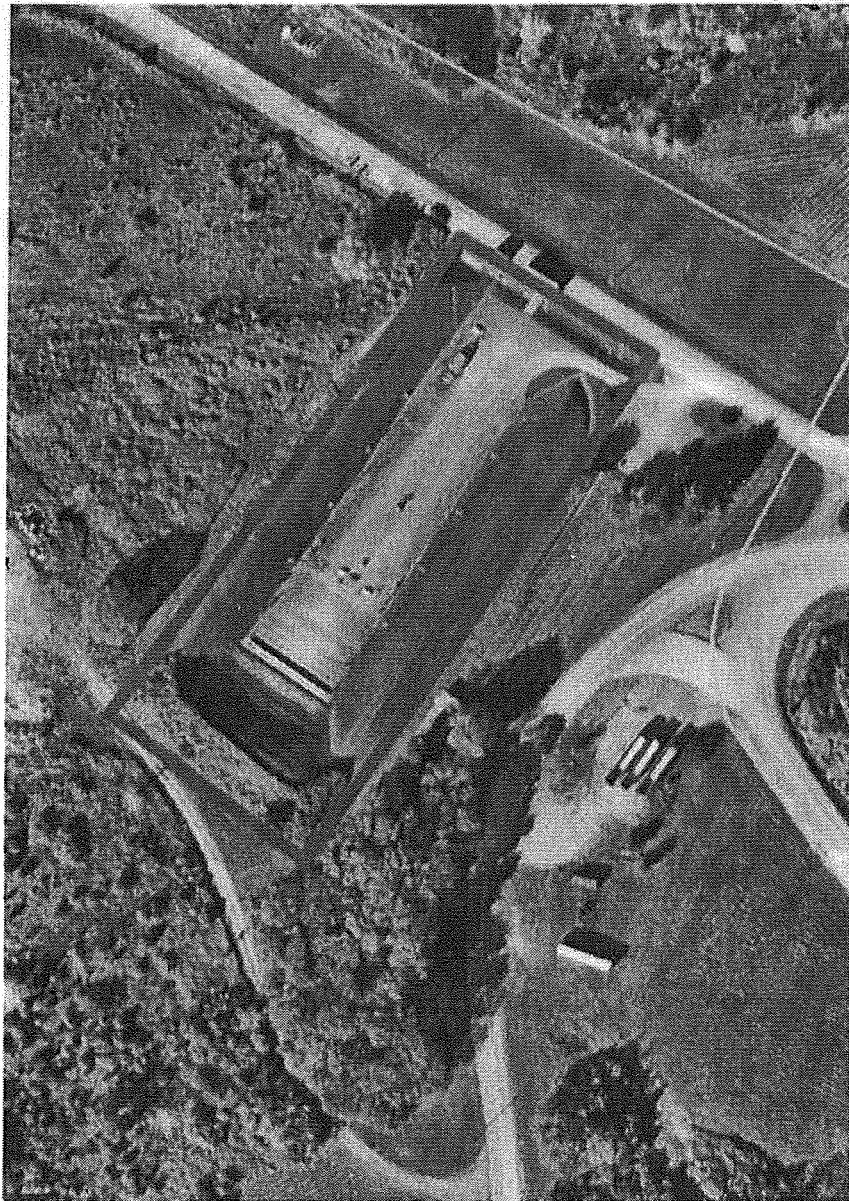
By: _____
STEFAN "STEVEN" M. NEUHAUS
COUNTY EXECUTIVE

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

SCHEDULE A
Facility Map



SCHEDULE B
Range Use Policy

(attached)



**ORANGE COUNTY SHERIFF'S OFFICE
GENERAL ORDER
RANGE USE POLICY**



Date Issued	Date Effective	Revision Number	Revision Date	Pages
03/11/2025	03/11/2025	25-004	03/11/2025	1 of 6

**ISSUING AUTHORITY – SHERIFF PAUL ARTETA
DISTRIBUTION – ALL DEPUTY SHERIFF SWORN MEMBERS
& OFFICE PERSONNEL**

The Orange County Sheriff's Office Firearms Training Facility, located adjacent to 2834 State Route 17M, New Hampton, NY, serves as the primary range for law enforcement agencies within the county. This facility is utilized for various training and qualification exercises, including those mandated by the Law Enforcement Officers Safety Act (LEOSA).

Range Use and Safety Procedures:

Purpose

The purpose of this Range Use Policy ("Policy") is to establish guidelines for the use of the Orange County Sheriff's Office (OCSO) Firearms Range by Federal, State and local agencies (each referred to herein as an "agency" and, together, "agencies"), regarding safety, proper use, and effective training for all agency personnel ("referred to herein as personnel").

Scope

This policy applies to all local agencies, including law enforcement, and authorized individuals, who use the OCSO Firearms Range for training, qualification, or practice purposes.

Range Access and Authorization

- **Authorized Personnel:** Access to the OCSO Firearms Range is restricted to sworn law enforcement officers, and other personnel who have been authorized by the OCSO Range Coordinator, Safety Officer or their designee.
- **Reservations:** All range use must be scheduled in advance through the OCSO Range Coordinator. Priority will be given to OCSO personnel, followed by local agencies. Scheduling requests should be submitted at least 14 days prior to the intended use.

Firearms Range Officers

RANGE USE POLICY 02/27/25

- **Range Safety Officer (RSO):** A certified Range Safety Officer (RSO) employed by the Orange County Sheriff's Office as a certified firearms instructor must be present during all range activities to maintain safety, accountability, and control of the range facility. Only Agencies authorized by the Range Coordinator shall utilize the range without a RSO present.
- **Range Officer (RO):** A certified Range Officer (RO) designated by their respective agency as a certified firearms instructor shall be authorized to conduct training for their agency. The recommended student /instructor ratio is 5:1. If the agency requests additional RO's the RSO may assist with the agency's needs at the RSO's sole discretion. The RO shall review emergency protocols at the start of each training session including, but not limited to, protocols for immediate actions for accidental discharges, medical emergencies, and unsafe conditions.
- **Firearm Handling:**
 - Firearms should only be handled when directed by the RO, and only in designated areas.
- **Firearms Safety Principles**
 - The firearms safety rules, regulations, and recommendations for the range are conspicuously posted and will be reviewed with all users of the facility.
 - Each user of the O.C.S.O Firearms Training Facility will abide by the Rules and Recommendation framework for firearms safety endorsed by the New York State Municipal Police Training Council (MPTC).
 - Personnel shall:
 - Know where the muzzle of their firearm is pointed, and they will point it in that direction intentionally.
 - Never place their finger on the trigger of a firearm unless they are intending and willing to press it.
 - Personnel should:
 - Check the condition of a firearm every time it is handled.
 - Not place their finger on the trigger unless the firearm is aligned on a target.
 - Be sure of what is in front of and behind their target.
- **Ammunition and Weapons:**
 - Only approved ammunition is allowed on the range. The use of tracers, armor-piercing, and other restricted rounds is prohibited unless expressly authorized by the RSO.
 - Ammunition and weapons will be secured when not in use to prevent unauthorized access.
- **Firing Line Safety:**

Obey range hot/cold commands by designated RO. "Hot" means it is safe to fire. "Cold" means you must stop shooting, put down your firearm, and await further instructions

- The firing line is to be maintained clear of all personnel except those actively engaged in shooting.
 - When the command "**Cease Fire**" is given, it should be repeated by all personnel. All personnel must remove their finger from the trigger and holster or sling their firearm once it is safe to do so.
-
- **Personal Protective Equipment (PPE):**
 - All personnel must wear eye protection that effectively protects the eyes from flying particles when the range is "hot".
 - All personnel must wear hearing protection when the range is "hot".
 - Suitable attire is required, including closed-toe footwear and pants.
 - When feasible personnel should wear their issued ballistic vests.
-
- **Emergency Procedures:**
 - Prior to the commencement of training, the RO will review the emergency evacuation procedures with agency personnel.
 - RO shall identify the key locations for medical equipment such as Fire extinguishers, Trauma kits, First Aid Kits, personal IFAKs and AED.
 - In case of a medical emergency, the RSO and RO will coordinate with emergency medical services (EMS) for immediate response.
-
- **Closest Hospital:** Approximately 4.7 Miles / 10 Minute Drive
 - **Garnet Health Medical Center**
707 E Main St.
Middletown, N.Y. 10940
 - **Directions:**
 - Drive north on Mid-Hudson Psychiatric Center gravel access road to NY-17M (0.7 Miles).
 - Turn left on NY-17M.
 - At the intersection of the stop signal turn right onto CR-50 / Golf Links Rd. (0.5 miles).
 - Continue straight for 3.4 miles through the intersection on E Main St.
 - Arrive at the rear parking lot of Garnet Health Medical Center (Emergency Room).

- **Designate primary vehicles:** The RO shall designate a vehicle to be used if evacuation of injured person becomes necessary.
 - The rear seat of vehicle should be clear of obstructions.
 - Keys to vehicles should be in a clearly identifiable location (dashboard / center console).
 - Primary and Secondary drivers should be designated.
 - The vehicle chosen should be equipped with lights and siren if available.
 - The vehicle should be parked in a central location and not blocked in by other vehicles or equipment.
- The RO shall Identify members possessing Emergency Medical Technician or higher level of specialized training.
 - The RO shall Designate primary and secondary medical aide personnel.
- **Communications for hospital notification.**
 - The RO shall designate someone to notify via Cell Phone or Police Radio to Orange County Emergency Services Center.
 - **Advise dispatch of a “police training accident” (not a shot fired or weapons priority incident) at the OCSO Firearms Range.**
 - **Entrance to the Firearms Range is directly across from the Mid-Hudson Psychiatric Center 2834 State Route 17M New Hampton, NY**
 - Have dispatcher notify Garnet Health Center:
 - Age and sex of patient
 - Injury, location of injury, time it occurred.
 - Treatments provided (Tourniquet, Quick-Clot, Chest seal, etc.)
 - Current mental status (Alert, responds verbally, responds to pain, Unresponsive)

Facility Regulations

- **Check-In Procedure:** All personnel must check in with the RSO upon arrival and sign an individual waiver of liability acknowledging the risks involved with firearms range activities.
- **Parking procedures:** Only Authorized Range Instructors are permitted to park their vehicles on the shooting range, this includes the designated transport vehicle for medical emergencies. The remaining personnel must utilize the designated parking lot or road.
- **Firearm Restrictions:**
 - No firearms with modifications that could compromise safety or performance are allowed.
- **Target Rules:**
 - Targets must be placed only in designated target areas. Target frames and stands must be inspected and used properly to prevent any damage to the range.
 - The use of steel or reactive targets requires prior approval by the RSO.

RANGE USE POLICY 02/27/25

- **Alcohol and Drugs:** The use of alcohol or drugs is strictly prohibited on the range or in the surrounding areas. Personnel found under the influence will be immediately removed from the range.
- **Smoking:** Smoking is prohibited within 25 feet of the range and in designated areas marked as non-smoking zones.
- **Cleanup:** All agencies must clean their shooting stations, remove all spent brass, and dispose of waste materials (such as targets, packaging, and ammunition casings) in the designated containers. A failure to clean up properly may result in suspension of range access privileges.
- **Range Conduct:**
 - Loud or disruptive behavior will not be tolerated. All personnel must conduct themselves in a professional and respectful manner.
 - The use of mobile phones is prohibited on the firing line or during live fire exercises, except in emergencies.

Range Violations and Disciplinary Actions

- **Violations:** Any violation of this policy will result in adverse consequences to the offending agency and or personnel, including but not limited to warnings, suspension of range access privileges, or immediate removal from the range, as determined by the RSO in his or her sole discretion. All such determinations shall be final.

Liability and Waiver

- **Liability Acknowledgment:** All personnel using the range must sign an individual liability waiver, acknowledging the inherent risks associated with firearms training and range use. Failure to sign the waiver will result in immediate revocation of their privileges to access the range.
- **Insurance Coverage:** Local agencies using the range must ensure they have appropriate insurance coverage for their personnel while on the premises. The OCSO assumes no liability for accidents, injuries, or damage that occurs on the range.

Hours of Operation

- Normal operating hours are from Monday through Friday. The standard hours of operation are from 0700 hours to 1500 hours and 1500 hours to 2100 hours (low light). Special Requests for weekends and holidays are considered on a case-by-case basis.
- The Orange County Sheriff's Office reserves the right to modify hours or cancel dates at any time.

Amendments and Review

This policy is subject to review and amendment as needed at the discretion of the OCSO.

RANGE USE POLICY 02/27/25

Exhibit A

Express Statement of Assumption of Risk, Waiver and Release

(attached)

COUNTY USE ONLY:

COUNTY OF ORANGE
EXPRESS STATEMENT OF ASSUMPTION OF RISK, WAIVER AND RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING

PLEASE PRINT NEATLY AND LEGIBLY

In consideration of entering upon and using the premises and facilities of Orange County, New York ("County") at the Orange County Firing Range on Training Center Ln, New Hampton, NY 10958 ("Premises") to participate in firearm handling exercises and related activities ("Activities"), I, _____, the undersigned "Participant", hereby enter into this Express Statement of Assumption of Risk, Waiver and Release ("Release") and state as follows:

1. I acknowledge and agree that the Activities in which I am participating are inherently dangerous and involve significant risk of physical and emotional injury, including but not limited to the risk of permanent paralysis, disfigurement, hearing loss, vision loss, respiratory distress, mental or emotional trauma and death ("Risks"). I acknowledge and agree that although the use of particular skills, equipment, and personal discipline may reduce such Risks, there is no way to fully eliminate such Risks. In spite of such Risks, I have chosen to voluntarily participate in the Activities at the Premises.
2. **I KNOWINGLY AND FREELY ASSUME** all such Risks, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE COUNTY**, its officers, officials, agents, and/or employees (collectively, "Releasees") or others, and **I ASSUME FULL RESPONSIBILITY** for my use of the Premises and my participation in the Activities.
3. I agree to comply with the stated and customary terms and conditions for use of the Premises, including but not limited to the terms for firearm handling thereon, and acknowledge and understand that the County makes no warranty as to the safety procedures or conduct of safety personnel, if any, at the Premises. I further acknowledge and understand that the County makes no warranty as to the design, manufacture, maintenance, condition or fitness for any particular purposes of any facilities or equipment on or at the Premises, including but not limited to: firearms, projectiles, targets, ammunition, or protective wear for hearing or eyes.
4. I further agree to remain alert and aware of my surroundings at the Premises, and exercise caution while participating in the Activities. I further agree not to engage in the Activities while under the influence of alcohol or drugs, nor use any alcohol or drugs while on the Premises or during my participation in the Activities. I further agree that if I observe any unusual or significant condition during my use of the Premises that I believe may be

hazardous to my participation in the Activities, or if I believe that I am not capable of participating in the Activities, I will remove myself from participation in the Activities, discontinue my use of the Premises, and immediately bring such condition or circumstance to the attention of the County. I further acknowledge the authority of County personnel to direct me to terminate my participation in the Activities and vacate the Premises, and I agree to immediately comply with any such order.

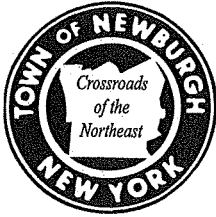
5. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, **HEREBY RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND WAIVE ANY AND ALL RIGHT TO SUE THE RELEASEES FOR ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE** to person or property associated with my presence at or use of the Premises, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

6. I agree that this Release shall remain on file with the County, shall continue in full force and effect from the date of my signature, below, and continuing thereafter indefinitely, and shall apply with equal force for each and every instance in which I participate in Activities at the Premises as if I had signed this Release on each such occasion. I further agree that if any provision of this Release is held to be invalid, the remainder of this Release shall continue in full force and effect. I further agree that any disputes involving this Release shall only be heard in the Supreme Court of the State of New York, with venue in Orange County, or, if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

I, THE ABOVE-NAMED PARTICIPANT, HAVE READ THIS ENTIRE RELEASE, FULLY UNDERSTAND ITS TERMS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND, BY MY SIGNATURE, AGREE TO ITS TERMS.

X _____ Date: _____ Age: _____
PARTICIPANT'S SIGNATURE

#11A



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

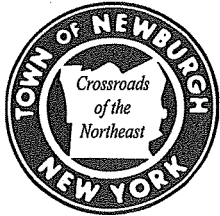
TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: May 5, 2025
RE: Tree Cutting

Please award the bid for the Tree Cutting to the following vendor, prices as presented.
Thanking you in advance.

New England Property Maintenance Inc.
PO Box 224
Mahopac, NY 10541

MH/ch

#11B




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

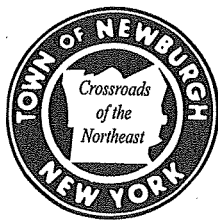
TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: May 5, 2025
RE: Bids Summer Material

Please award the bids for summer materials to the following vendor, indicated on the bid sheets that are attached. Thanking you in advance.

Callahan and Nannini Quarry Inc.
PO Box 164
Salsbury Mills NY, 12577

MH/ch

#11C




HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent 
DATE: March 22, 2023
RE: Cold Milling Machine

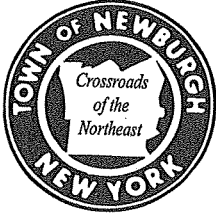
Please award the bid for the Cold Milling Machine to the following vendor. Thanking you in advance.

Milling Machine with minimum milling width of 4':
Consorti Bros Paving & Sealcoating
208 South Plank Road
Newburgh, NY 12550

Milling Machine with minimum milling width of 6'3":
Jorrey Excavating Inc.
160 Bart Bull Rd
Middletown, NY 10941

MH/ch

#11D



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: May 5, 2025
RE: Road striping

Please award the bid for road striping to the following vendor, indicated on the bid sheets that are attached. Thanking you in advance.

Atlantic Pavement Marking
15 Industrial Rd
Prospect, CT 06712

MH/ch

#11E



HIGHWAY DEPARTMENT

90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177
FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

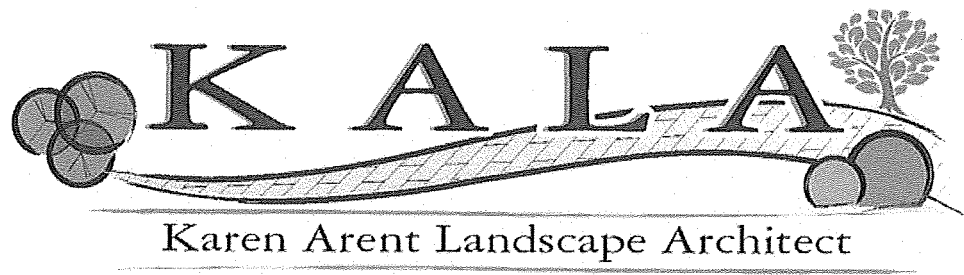
TO: Gil Piaquadio, Supervisor, and Town Board Members
FROM: Mark Hall, Highway Superintendent *MH*
DATE: May 5, 2025
RE: Aluminum Box Culvert and GUIDE RAIL

Please award the bid for aluminum box culvert and guide rail to the following vendor, indicated on the bid sheets that are attached. Thanking you in advance.

Chemung Supply Corp.
2420 Corning Rd
Elmira, NY 14903

MH/ch

#12B



Memorandum

To: Supervisor Gil Piaquadio and the Town of Newburgh Board

From: Karen Arent, Landscape Architect

Date: April 24, 2025

Subject: Farrell Industrial Park Landscape Security – Revision 4/24/25

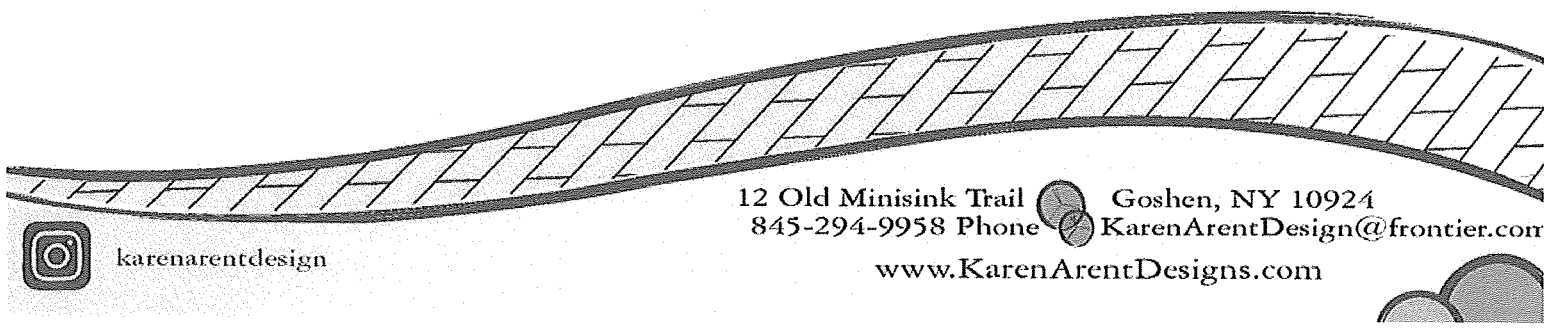
Town Project Number: 2020-16

Consultant: JMC Site Development Consultants, LLC

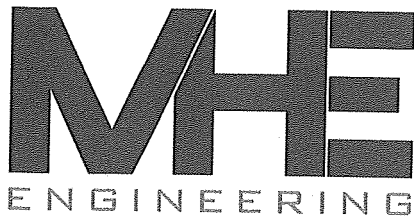
Cc: Pat Hines, Dominick Cordisco, Gerald Canfield; Jim Campbell, Scott Manley,
Joseph Modafferi Jr., Chairman John Ewasutyn and the Town of Newburgh
Planning Board

COMMENTS:

The landscape cost estimate for Farrell Industrial Park revised April 24, 2025 was reviewed. Unit costs are reasonable and the landscape bond is recommended for approval. We recommend that the board approve a landscape security in the amount of \$742,746. The landscape inspection escrow amount for this project is \$4,000.



#12C



7 May 2025

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor and Town Board Members

**SUBJECT: Farrell Industrial Park (PB #23-9)
Stormwater / E & S Securities Cost Estimate**

Dear Supervisor Piaquadio and Town Board Members,

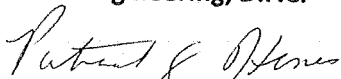
The Farrell Industrial Park has conditional final approval from the Town of Newburgh Planning Board for the construction of 262,080 square foot warehouse distribution facility to be located on the east side of New York State Route 300.


The applicants' Engineer JMC Consulting have prepared a cost estimate for the stormwater improvements and erosion and sediment control for the subject project. Cost estimate was prepared utilizing the standard unit cost template provided by this office. The applicant's representative calculated a cost estimate in the amount of \$900,002.15, say \$900,000. In accordance with Town Code an inspection fee of 4% for the improvements is required to be posted. Equates to an inspection of \$36,000.

The establishment of security and inspection fees requires Town Board approval.

Please feel free to contact the undersigned should you have any questions or require any additional information regarding this matter.

Respectfully,
MHE Engineering, D.P.C.


Patrick J. Hines
Principal


Michael W. Weeks, P.E.
Principal

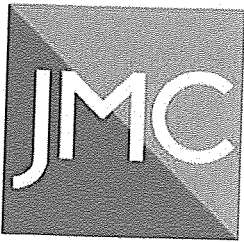
Cc: Mark Taylor, Attorney
Jerry Canfield, Code Enforcement Supervisor
John P. Ewasutyn, Planning Board Chairman
Lisa Ayers, Town Clerk

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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



Site Planning
 Civil Engineering
 Landscape Architecture
 Land Surveying
 Transportation Engineering

Environmental Studies
 Entitlements
 Construction Services
 3D Visualization
 Laser Scanning

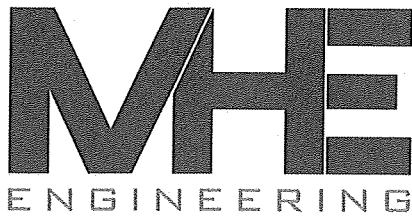
Project: Farrell Industrial Park
Location: Route 300
 Newburgh, NY 12550

Job No: 21109
Date: 03/26/2025
Cmp'd: PK/MT
Chk'd: JPM

Type of Estima Stormwater Bond Estimate

Drawing Ref: JMC drawings:
 C-300 "Utilities Plan" Rev./Date
 Rev. No. 8 date 03/26/2025

ITEM NO.	CLASSIFICATION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT	SECTION TOTAL
1.00	STORM DRAINAGE					
1.01	15" HDPE					
1.02	18" HDPE	2069	LF	\$68.00	\$140,703.42	
1.03	24" HDPE	681	LF	\$70.00	\$47,670.00	
1.04	30" HDPE	377	LF	\$75.00	\$28,275.00	
1.05	36" HDPE	185	LF	\$85.00	\$15,725.00	
1.06	42" HDPE	670	LF	\$100.00	\$67,000.00	
1.07	DRAIN INLET TYPE CI	343	LF	\$115.00	\$39,445.00	
1.08	DRAIN INLET TYPE DI	28	EA	\$3,000.00	\$84,000.00	
1.09	DRAINAGE MANHOLE	7	EA	\$3,000.00	\$21,000.00	
1.10	OUTLET CONTROL STRUCTURE	6	EA	\$3,000.00	\$18,000.00	
1.11	WATER QUALITY STRUCTURE	3	EA	\$4,500.00	\$13,500.00	
1.12	CONCRETE HEADWALL	4	EA	\$15,000.00	\$60,000.00	
		4	EA	\$1,500.00	\$6,000.00	
2.00	EROSION CONTROL					\$541,318.42
2.01	SEDIMENT & EROSION CONTROL MEASURES	ALLOW		\$15,000.00	\$15,000.00	
3.00	AS-BUILT SURVEY					\$15,000.00
3.01	SURVEY	ALLOW		\$5,000.00	\$5,000.00	
						\$5,000.00
GRAND TOTAL						\$561,318.42



#120

7 May 2025

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor and Town Board Members

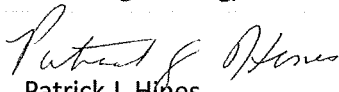
**SUBJECT: Farrell Industrial Park (PB #23-9)
Privately Owned Utilities System Security**

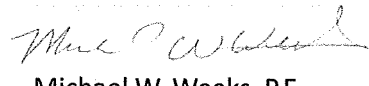
Dear Supervisor Piaquadio and Town Board Members,

The Farrell Industrial Park project has conditional final approval from the Town of Newburgh Planning Board for the construction of 262,080 square foot warehouse distribution facility to be located on the east side of New York State Route 300. The project proposes privately owned package sewage treatment plant with a surface discharge. This system requires review and approval as well as on-going monitoring by New York State Department of Environmental Conservation. "The ownership, organization and operating program for any privately owned water or sewer system not offered for dedication to the Town shall be approved by the Town Board. Any such system will be required to post performance and maintenance bonds as determined by the Town Board".

The applicants' representatives responsible for design of the package sewer plant Pitingaro & Doetsch Engineering have provided a cost estimate in the amount of \$504,116.00 for the construction of the package sewer plant. Based on the attached information provided by the applicant's representative this office recommends the Town require security in the amount of the submitted cost estimates. Future maintenance security should be provided in the amount of 10% of the performance security upon NYSDEC approval of the constructed facility and permit for discharge. This office recommends the Town Board establish performance security in the amount of \$504,116. The establishment of this security requires Town Board action.

Respectfully,
MHE Engineering, D.P.C.


Patrick J. Hines
Principal


Michael W. Weeks, P.E.
Principal

Cc: Mark Taylor, Attorney
Jerry Canfield, Code Enforcement Supervisor
John P. Ewasutyn, Planning Board Chairman
Lisa Ayers, Town Clerk

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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

Farrell Industrial Park WWTP Cost Estimate					
Description	Quantity	U/M	Subtotal	Total	
Mobilization/Demobilization	2	EA	\$10,000	\$20,000	
Aquapoint Equipment	1	LS	\$203,000	\$203,000	
Concrete	2	CY	\$450	\$900	
3,000-Gallon Precast Concrete Tank	1	EA	\$12,500	\$12,500	
5,000-Gallon Precast Concrete Tank	1	EA	\$5,000	\$5,000	
Excavation	300	BCY	\$115	\$34,500	
Coarse Washed Aggregate	250	BCY	\$115	\$28,750	
4" PVC Pipe	430	LF	\$80	\$34,400	
Labor	1	LS	\$165,066	\$165,066	
			<i>Subtotal</i>	\$504,116	
			<i>Construction Subtotal</i>	\$504,116	
			Opinion of Probable Construction Cost	\$504,116	