

#6



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: PUBLIC NUISANCE PROPOSED LOCAL LAW  
OUR FILE NO. 800.1(B) ( ) (2025)

DATE: JULY 9, 2025

Enclosed is a copy of the final Introductory Local Law previously distributed to the Town Board.

Also enclosed for the Board's consideration following the close of the public hearing scheduled for July 14, 2025 are the following draft Resolutions:

- A. 1. Resolution of SEQR Determination: Adoption of a Proposed Local Law Adding a New Chapter on Public Nuisance Abatement to the Code of the Town of Newburgh (together with Parts 1 and 2 of the Environmental Assessment Form for the Action); and
- B. 2. Resolution of Adoption of Local Law No. \_\_\_ of 2025 Adding Chapter 140 Entitled "Public Nuisance Abatement" to the Code of the Town of Newburgh

The proposed Negative Declaration will be forwarded under cover of a separate memorandum.

Should you have questions or concerns, please feel free to contact me.

MCT/sel

Enc.

cc: Lisa M. Vance Ayers, Town Clerk  
Donald Bruce Campbell, Chief of Police (via e-mail)  
Gerald Canfield, Code Compliance Supervisor (via e-mail)

**TOWN OF NEWBURGH**  
**INTRODUCTORY LOCAL LAW # \_**  
**OF THE YEAR 2025 ADDING A**  
**NEW CHAPTER 140 ENTITLED “PUBLIC NUISANCE ABATEMENT”**  
**TO THE CODE OF THE TOWN OF NEWBURGH**

**BE IT ENACTED** by the Town Board of the Town of Newburgh as follows:

**SECTION 1 – TITLE**

This Local Law shall be referred to as “A Local Law Adding a new Chapter 140 entitled ‘Public Nuisance Abatement’ to the Code of the Town of Newburgh.”

**SECTION 2 – NEW CHAPTER ADDED TO MUNICIPAL CODE**

A new Chapter 140 entitled “Public Nuisance Abatement” is hereby added to the Code of the Town of Newburgh to read as follows:

**“PUBLIC NUISANCE ABATEMENT**

**§ 140-1. Findings and Purpose.**

The Town Board of the Town of Newburgh finds that public nuisances sometimes exist in the Town of Newburgh in the operation of establishments across a wide range of businesses and private residences and the use of property in violation of the penal laws relating to controlled substances, dangerous drugs, prostitution, stolen property and illegal use or possession of weapons, the defacement of private property and other disturbances, as well as other provisions of state and local law intended to protect the health and safety of the public, which substantially and seriously interfere with the interest of the public in maintaining a high quality of life and healthy community environment, commerce in the Town, property values, the proper allocation of law enforcement and fire protection resources, and the public health, safety and welfare. The Town Board further finds that the occurrence of such activities and violations is detrimental to the health, safety and welfare of the citizens of the Town of Newburgh and to the businesses thereof and visitors thereto. It is the purpose of this Chapter to create a system to deter public nuisances, as defined by this Chapter, by the imposition of appropriate sanctions and penalties and to permit the powers created herein to be exercised either in conjunction with, or apart from, the powers contained in other laws without prejudice to the use of procedures and remedies available under such other laws. The Town Board further finds that the sanctions and penalties imposed by the Hearing Officer pursuant to this Chapter constitute an additional and appropriate method of enforcement in response to the proliferation of the above-described public nuisances. Such sanctions and penalties have been found to be reasonable and necessary in order to promote, protect, and improve the

health, safety, and welfare of citizens through timely and effective enforcement of municipal nuisance abatement laws

**§ 140-2. Definitions.**

For the purposes of this article, the following terms shall have the meanings indicated, unless the context clearly requires otherwise. However, the singular may be interpreted to include the plural, the feminine interpreted to include the masculine, and vice versa.

**AGENT** – Any person having legal responsibility for the premises including but not limited to manager, supervisor, superintendent, agent, custodian.

**CHIEF** -- The Chief of the Town of Newburgh Police Department or his or her designee.

**HEARING OFFICER** – An individual hired by the Town Board of the Town of Newburgh for the purpose of adjudicating alleged violations of this article.

**INCIDENT** – An event, circumstance or activity at which a single violation, or multiple violations, of the acts prohibited by this local law occurs.

**MORTGAGEE** -- The person or entity that is listed as the mortgagee on any unsatisfied or otherwise open mortgage on the premises recorded in the office of the Orange County Clerk

**OCCUPANT** – Each person or entity in possession of the premises other than the Owner, whether legally or illegally, including without limitation tenant, squatters, roommates, guests.

**OWNER** -- The person or entity **appearing as an owner in the records of the Office of the Orange County Clerk subject to a proceeding under this Chapter**

**PREMISES** -- The building, place or property whereon a public nuisance is being conducted or exists or which is the source of same.

**SQUATTER** -- A person occupying or using property without the consent of the owner thereof.

**PUBLIC NUISANCE:**

A. For purposes of this Chapter, a public nuisance shall be deemed to exist whenever, by reason of violations of any of the following provisions having occurred on or at the premises or having been caused by incidents on or at the premises, 12 or more points are accumulated within a period of 6 months, or 18 or more points are accumulated within a period of 12 months, in accordance with the following point system.

Where more than one violation occurs during a single incident, the total points for the incident shall be the highest point value assigned to any single violation. However, the second time an incident occurs at the same Premises within the next 12 months, the total points for the incident will be the sum of the two highest point values assigned. For the third, and any subsequent, incidents occurring within

the same 12 month period at a Premises, the total points for the incident will be the sum of all the point values assigned for all of the violations.

The following violations shall be assigned the point value indicated:

- 1) Article 220 of the Penal Law (Controlled Substances Offenses): six points.
- 2) Article 222 of the Penal Law (Offenses Involving Cannabis): six points
- 3) Article 225 of the Penal Law (Gambling Offenses): six points.
- (4) Article 230 of the Penal Law (Prostitution Offenses): six points
- (5) Sections 165.40, 165.45, 165.50, 165.52 and 165.54 of the Penal Law (Criminal possession of stolen property): six points
- (6) Sections 65 or 82 of the Alcoholic Beverage Control Law: six points
- (7) Article 265 of the Penal Law (Firearms and other dangerous weapons): six points.
- (8) Sections 260.20 and 260.21 of the Penal Law (Unlawfully dealing with a child): six points
- (9) Article 263 of the Penal Law (Sexual performance by a child): six points.
- (10) Article 39 of the General Business Law (Possession, sale or manufacture of drug related paraphernalia): 6 points.
- (11) Section 415-a of the Vehicle and Traffic Law (Vehicle dismantlers): four points.
- (12) Section 175.10 of the Penal Law (Falsifying business records): four points.
- (13) Sections 170.65 and 170.70 of the Penal Law (Forgery of and illegal possession of a vehicle identification number): four points.
- 13) Possession, use, sale, or offer for sale, of any alcoholic beverage in violation of Article 18 of the Tax Law, or of any cigarette or tobacco products in violation of Article 20 of the Tax Law: four points.
- (14) Article 178 of the Penal Law (Criminal diversion of prescription medications and prescriptions): four points.
- (15) Section 147 of the Social Services Law (Food Stamp Program fraud): four points.
- (16) Section 6512 of the Education Law (Practicing a Licensed Profession without a valid license): four points



- (17) Sections 353 and 353-a of the Agriculture and Markets Law (animal cruelty or failure to provide sustenance): four points
- (18) Operating a business during hours which the business is required to be closed pursuant to a condition of a site plan approval or special permit issued under Chapter 185 (Zoning) of the Code of the Town of Newburgh.: four points.
- (19) Any other felony under New York State Law: four points.
- (20) Any other misdemeanor under New York State Law: three points.
- (21) Any other violation under New York State Law: three points.
- (22) Any other violation of the Town of Newburgh Code; three points.

B. For purposes of this Chapter the Town shall prove by a preponderance of the evidence that the violations have occurred. Proof of a conviction of an offense or a crime in a court of competent jurisdiction or an administrative bureau shall not be required. However, a conviction as defined and applied in accordance with the provisions of Section 1.20 of the Criminal Procedure Law, in any court of competent jurisdiction, shall constitute conclusive proof of a violation. Conviction of an attempt to commit a violation of any of the specified provisions shall be considered a conviction for a violation of the specified provision.

C. A public nuisance shall also be deemed to exist on or in any premises which meets and/or satisfies the conditions described below:

- (1) Any premises in or on which have occurred within a 12 month period six or more violations of any of the provisions of the New York State Uniform Fire Prevention and Building Code and/or provisions of the Town Code pertaining to property maintenance and/or sanitation; or
- (2) Any premises containing any one rent impairing violation as defined in the New York State Multiple Residence Law and regulations promulgated thereunder, regardless of whether the premises is subject to the New York State Multiple Residence Law, or any one violation of any state or local law, ordinance or regulation, which endangers human life or constitutes a threat to human life or health, including but **not** limited to structures which do not have legally adequate egress, safeguards against fire, electrical service, installation and wiring, structural support, ventilation, plumbing, sewerage or drainage facilities, or which are overcrowded or inadequately cleaned or lighted.

D. Any Owner, Agent, Occupant or Mortgagee shall be liable for all violations under this Chapter to the extent of such party's legal responsibility for the premises involved in the public nuisance.

E. Notwithstanding anything to the contrary herein, the following violations shall be assigned 0 points:

1. any violation committed against an owner or occupant of a premises which is the dwelling where such owner or occupant is domiciled. A hotel, motel or other accommodation for transient occupancy shall not be deemed a dwelling;
2. any violation involving the dispatch to a premises of an ambulance or emergency medical service provider for an owner or occupant or the emergency dispatch of a care provider for assistance to a person with a disability, except for violations of Sections 260.20 and 260.21 of the Penal Law and Article 263 of the Penal Law; and
3. any violation involving the custody of an owner or occupant of the premises under Mental Hygiene Law §9.41 or the dispatch of the Orange County Crisis Mobile Response Team or a similar mental health crisis service provider for an owner or occupant of the premises.

#### **§ 140-3. Remedies to abate public nuisances.**

In addition to the enforcement procedures established elsewhere in this Chapter, the Hearing Officer, after notice and opportunity for a hearing, shall be authorized:

- A. To order the discontinuance of such activity giving rise to the public nuisances at the premises where such public nuisance exists; and/or
- B. To order the closing of the premises to the extent necessary to abate the public nuisance.

#### **§ 140-4. Service of notice.**

- A. Prior to the issuance of an order by the Hearing Officer, pursuant to this Chapter, the Hearing Officer shall give notice as set forth below and an opportunity for a hearing to the owner, and to any mortgagee, agent or occupant to the extent known to the Hearing Officer, and any other person directly or indirectly in control of the Premises wherein the public nuisance is being conducted, maintained or permitted. (the "Respondent"). Such notice shall be served upon an owner, agent or occupant of the Premises pursuant to Article 3 of the New York State Civil Practice Law and Rules, and upon a Mortgagee, agent or occupant by means of certified mail, return receipt requested, sent to the recipient's last known address. Service shall be complete immediately upon delivery, mailing or posting without the necessity of filing proof of service with any clerk of any court.
- B. The notice provided for in Subsection A of this section shall:
  - (1) Specify the conduct, activity or activities creating the public nuisance;
  - (2) Provide the Respondent(s) with 30 days for elimination of the public nuisance or such shorter time period in the event such conduct, activity or activities are creating an imminent danger to the public;
  - (3) Inform the Respondent(s) to whom it is directed of their right to apply within 10 days of service of the notice for a hearing before the Hearing Officer, in default of which the right to a hearing shall be waived and that the Hearing Officer may proceed to a final determination

without further notice to the Respondent(s) if the public nuisance has not been eliminated within the time set forth in the notice;

- (4) Inform the Respondents noncompliance with any written agreement reached at the hearing, or with any order of the Hearing Officer, the Hearing Officer shall act to obtain compliance as provided by this Chapter; and
- (5) Inform the Respondent(s) of the obligation to post a copy of the notice within five days of service, in a conspicuous place, so that all premises occupants and others entering the premises shall have notice that the public nuisance is being conducted, maintained or permitted on the premises and that upon expiration of the time set forth in the notice, the Hearing Officer shall act to obtain compliance as provided in this Chapter, including, but not limited to, abating the nuisance.

#### **§ 140-5. Lack of knowledge no defense.**

Lack of knowledge, acquiescence or participation in, or responsibility for, a public nuisance on the part of the Owner, occupants, agents, mortgagees or any other person directly or indirectly in control of the Premises, or having any interest in the Premises or in any property, real or personal, used in conducting or maintaining the Public Nuisance, shall not be a defense to the violation(s).

#### **§ 140-6 Issuance of order.**

The Hearing Officer shall issue the order provided for in §140-3 of this Chapter by posting said order on the premises wherein the Public Nuisance is occurring and mailing a copy by first class mail of said order to the owner, agent, occupants, mortgagee or any other persons directly or indirectly in control of the Premises, within one business day of the posting of said order on the premises.

#### **§ 140--7. Enforcement of order.**

A. No sooner than five business days after the issuance of an order pursuant to §§ 140- 3 and 140-4 of this Chapter, and upon the directive of the Chief, officers of the Town of Newburgh Police Department are authorized to act upon and enforce such order.

B. Where the Chief closes a premises pursuant to this section, such closing shall be for such period as the Hearing Officer may direct, but in no event shall the closing be for a period of greater than one year from the issuance of the order.

C. Upon receiving a copy of the order issued by the Hearing Officer, pursuant to §§ 140-3 and 140-5 of this Chapter, the Town Attorney or Attorney for the Town may maintain a special proceeding to affix a civil penalty in the amount of \$10,000, and to collect any costs and expenses incurred by the Town of Newburgh, in commencing the proceeding, closing the premises and in relocating any occupants on the Premises. The Town Attorney or Attorney for the Town shall file a notice of pendency of the proceeding in the Orange County Clerk's office.

D. The judgment in such proceeding, in favor of the Town of Newburgh, shall establish the penalty sued for with costs and disbursements as a lien upon the premises, subject only to taxes, assessments, water rates, mortgages and mechanics' liens as they exist thereon.

#### **§ 140-8. Judgement and action by Town's Attorney.**

A. The Town Attorney or Attorney for the Town shall have the power, on ex parte application to any court of competent jurisdiction, to appoint a receiver of rents and profits of the premises for the purposes of collecting the civil penalty established pursuant to §140-7 of this Chapter, and abating the Public Nuisance. The receiver shall have the powers, duties, and rights, of a receiver of rents and profits of real estate, as provided by law; provided, however, that the Town Attorney or Attorney for the Town shall act as counsel to the receiver, and the receiver shall not be allowed any expenditure for counsel fees, and the receiver's commission shall be no greater than 10% of the receiver's collections from the premises, which sum shall be full compensation for the receiver's services and those of any agent or agents whom the receiver may retain. The receivership shall continue until the amount of the Town of Newburgh's liens, with interest at the rate of 9% per annum and the receiver's commissions, have been fully paid and the nuisance abated; provided, further, that nothing in this section shall be construed to prevent any prior lienor from applying to a court in a proper case for a receiver of the premises.

B. At any time after the entry of any judgment establishing a lien upon the premises, the Town Attorney or Attorney for the Town, on behalf of the Town of Newburgh, may apply to a court for leave to sell the Premises. Upon such application, the court may order the Premises sold at public auction, subject to taxes, assessments, water rates, mortgages and mechanics liens.

#### **§ 140-9 Action for permanent injunction; penalties for offenses.**

A. In addition to all other remedies provided for by law and in the Code of the Town of Newburgh, as an additional supplemental remedy, the Town Board may authorize the Town Attorney or Attorney for the Town to bring and maintain a civil proceeding in the name of the Town in a court of competent jurisdiction pursuant to Article 63 of the Civil Practice Law and Rules to permanently enjoin the nuisance defined in this chapter and the person or persons conducting, maintaining or permitting the nuisance from further conducting, maintaining or permitting the nuisance. The owner, lessor and lessee of a building, structure, erection or place wherein the nuisance is being conducted, maintained or permitted may be made defendants in the action. The existence of an adequate remedy at law shall not prevent the granting of temporary or permanent relief pursuant to this chapter. During the pendency of such proceeding, the Town may obtain a temporary order for the immediate vacating of such building, structure, erection or place and/or restraining the defendants and all persons from further conducting, maintaining or permitting the nuisance upon proof that the public health, safety or welfare is threatened or endangered and immediately require a closing of said building, structure, improvement, location or place or order restraining defendants and all other persons from conducting, maintaining or permitting the nuisance.

B. Notice of pendency. With respect to any action commenced or to be commenced by him or her pursuant to this chapter, the Town Attorney or Attorney for the Town may file a notice of pendency pursuant to the provisions of Article 65 of the Civil Practice Law and Rules.

C. Penalty; costs of action; costs of abatement of nuisance. If, upon the trial of an action under this chapter, or upon a motion for summary judgment in an action under this chapter, a finding is made that

the defendants have intentionally conducted, maintained or permitted a nuisance defined in this chapter, in addition to a permanent injunction, the following penalties and costs, to be included in the judgment, may be awarded in favor of the Town against any and all such defendants, jointly and severally, in an amount not to exceed \$1,000 for each day it is found that the defendants intentionally conducted, maintained or permitted the nuisance, and the actual costs including charges, expenses and legal and attorneys' fees of bringing the action; and the actual costs and expenses, including wages, consulting fees, equipment and materials and other costs related to the action undertaken by the Town to secure the premises, abate and prevent the nuisance and remediate its impacts and effects.

**§ 140-10. Closing not possession.**

A closing directed by the Hearing Officer pursuant to this Chapter shall not constitute an act of possession, ownership or control by the Town of Newburgh of the closed Premises.

**§ 140-11. Disobedience of order.**

- A. It shall be an offense for any person to use or occupy, or to permit any other person to use or occupy, the premises, or any portion thereof, ordered closed by the Hearing Officer.
- B. Mutilation or removal of a posted order of the Hearing Officer shall be punishable by a fine of not more than \$500, or by imprisonment not exceeding fifteen days, or both, provided that such order contains therein a notice of such penalty.
- C. Intentional disobedience of or resistance to any provision of the order issued by the Hearing Officer, in addition to any other punishment prescribed by law, shall be punishable by a fine of not more than \$1,000, or imprisonment not exceeding fifteen days, or both.
- D. Each day's violation shall constitute a separate offense

**§ 140-12. Promulgation of rules and regulations.**

The Town Board may promulgate such rules and regulations as may be necessary to carry out the provisions of this Chapter.

**§ 140-13. Administrative liability.**

Neither the Town of Newburgh, nor any officer, agent or employee thereof, shall be personally liable for any damage resulting from any official determination, order or action required or permitted by or under this Chapter.

**§ 140-14. Construction.**

For the purposes of this Chapter, references to the Penal Law, Alcoholic Beverage and Control Law, Vehicle and Traffic Law, Tax Law, Education Law, Social Services Law and Agriculture and Markets Law shall mean the laws of the State of New York.

#### **§ 140-15. Severability.**

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter and the application of such provision to other persons or circumstances shall not be rendered invalid thereby.

#### **§ 140-16. Penalties for offenses.**

Where the performance of any act is prohibited by local law or where the performance of any act is required or demanded by local law and no penalty for a violation of such local law is imposed in any section or chapter of such local law, the doing of such act or the failure to act, as the case may be, shall be punishable by a fine which shall not exceed \$1,000 in amount or by imprisonment not exceeding fifteen days, or both.

#### **§ 140- 17. Enforcement.**

The penalties provided for the violation of any or all Town laws and ordinances, and of all state laws, except where otherwise especially provided, shall be sued for in an action to be brought by the Town of Newburgh in its corporate name, and the amount collected in each and every action shall be paid to the Supervisor of the Town of Newburgh for the use of the Town .

#### **§ 140-18. Prosecution.**

The Town Attorney or Attorney for the Town, as the case may be, is charged with the prosecution of all said actions in behalf of the Town of Newburgh.”

### **SECTION 3 - VALIDITY**

If any clause, sentence, paragraph, word, section or part of this local law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, word, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

### **SECTION 4 - EFFECTIVE DATE**

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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 14th day of July, 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 SEQR DESIGNATION AND DETERMINATION: ADOPTION OF A PROPOSED LOCAL LAW ADDING A NEW CHAPTER ON PUBLIC NUISANCE ABATEMENT TO THE CODE OF THE TOWN OF NEWBURGH**

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

**WHEREAS**, the Town Board of the Town of Newburgh has caused to be prepared a local law entitled "A Local Law Adding a New Chapter 140 entitled 'Public Nuisance Abatement' to the Code of the Town of Newburgh," the purpose and effect of which are to add a new Chapter to the Municipal Code to address public nuisances which sometimes exist in the Town in the operation of establishments across a wide range of businesses and private residences and the use of property in violation of the penal laws relating to controlled substances, dangerous drugs, prostitution, stolen property, gambling, illegal use or possession of weapons, the defacement of private property, and other disturbances, as well as other provisions of state and local law intended to protect the public health, safety and welfare; and

**WHEREAS**, the Town Board of the Town of Newburgh recognizes 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 has determined that that the proposed Local Law temporarily superseding Town Code requirements and restrictions does not require an amendment to the Town's Comprehensive Plan; and

**WHEREAS**, the Town Board of the Town of Newburgh has caused an Environmental Assessment Form (the "EAF") to be prepared for the proposed adoption of said local law (the "Action"); and

**WHEREAS**, the proposed local law was introduced before the Town Board on the 28th day of May, 2025, and the Town Board conducted a public hearing held on the 14th day of July, 2025

and heard all interested parties on said proposed local law; and

**WHEREAS**, the Town Board has determined that the Action is an Unlisted Action under Part 617 of the General Regulations adopted pursuant to Article 8 of the Environmental Conservation Law and Chapter 100 entitled "Environmental Quality Review" of the Town of Newburgh Municipal Code; and

**WHEREAS**, the Town Board proposes to undertake, fund and approve the Action and wishes to assume Lead Agency status in connection with the review of the Action pursuant to the State Environmental Quality Review Act; and

**WHEREAS**, the Town Board has determined that the Action does not involve a federal agency; and

**WHEREAS**, the Town Board, using all due diligence, has identified no other involved agencies for the Action; and

**WHEREAS**, pursuant to Section 617.6(b)(1) of Part 617, "[w]hen a single agency is involved, that agency will be the lead agency when it proposes to undertake, fund or approve a Type I or Unlisted action that does not involve another agency"; and

**WHEREAS**, the Action is consistent with the adopted Town of Newburgh Comprehensive Plan Update and is also consistent with the Orange County Comprehensive Plan; and

**WHEREAS**, the Town Board has also considered the consistency of the amendment with the needs and goals identified by the April, 2009 *Tri-County Affordable Housing Study*, conducted jointly by Orange, Dutchess, and Ulster Counties , and the potential affects of the Action on the Town's ability to meet goals for providing rental and owner occupied affordable housing; and

**WHEREAS**, recognizing that the impact that an action may have on population patterns or existing community character, with or without a separate impact on the physical environment is a relevant concern in an environmental analysis since the statute includes these concerns as elements of the environment, the Town Board has considered and analyzed information pertaining to those impacts; and

**WHEREAS**, the Town Board has undertaken further information gathering and these further analyses in recognition that conclusory statements unsupported by empirical or experimental data, scientific authorities or any explanatory information will not suffice as a reasoned elaboration for its determination of environmental significance or non-significance; and

**WHEREAS**, the Town Board has (i) thoroughly reviewed the EAF, and any and all other documents prepared and submitted with respect to this proposed action and its environmental



review, and (ii) thoroughly analyzed the potential relevant areas of environmental concern to determine if the proposed action may have a significant adverse impact on the environment, including the criteria identified in 6 NYCRR Section 617.7(c); and

**WHEREAS**, the Town Board has not identified relevant areas of environmental concern which would lead to a determination that the adoption of the proposed local law may have a significant adverse effect on the environment either in the short term, long term or cumulatively given the likely consequences, setting, probability of occurrence, duration, irreversibility, geographic scope, magnitude and the number of people affected.

**NOW THEREFORE, BE IT RESOLVED:**

1. The Town Board determines that it is the single involved agency for the Action and as it is proposing to directly undertake the Action, does further declare itself the Lead Agency for the purpose of conducting a review of this Action.
2. The Town Board, acting in its capacity as Lead Agency, does hereby further determine that the Action will not have an adverse environmental impact and, accordingly, does issue a negative declaration.
3. The Town Board accordingly determines that an Environmental Impact Statement will not be prepared.
4. The Town Board hereby authorizes the Supervisor to execute and file the relevant section of the Environmental Assessment Form and a Negative Declaration with such further amendment and modification as may be required to elaborate the Lead Agency's determination herein, in accordance with the applicable provisions of law and all other appropriate notices and documents to effectuate these resolutions in accordance with the applicable provisions of law.

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. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

**Full Environmental Assessment Form**  
**Part 1 - Project and Setting**

**Instructions for Completing Part 1**

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

**A. Project and Applicant/Sponsor Information.**

|   |                                       |                 |
|---|---------------------------------------|-----------------|
| Name of Action or Project:<br>Zoning Text amendment for cannabis related uses   |                                       |                 |
| Project Location (describe, and attach a general location map):<br>Town of Newburgh   |                                       |                 |
| Brief Description of Proposed Action (include purpose or need):<br>Local law to add a new Chapter to the Code of the Town of Newburgh to address public nuisances which sometimes exist in the Town in the operation of establishments across a wide range of businesses and private residences and the use of property in violation of the penal laws relating to controlled substances, dangerous drugs, prostitution, stolen property, gambling, illegal use or possession of weapons, the defacement of private property, and other disturbances, as well as other provisions of state and local law. |                                       |                 |
| Name of Applicant/Sponsor:<br>Town of Newburgh  | Telephone: 845-564-4552               |                 |
|   | E-Mail: supervisor@townofnewburgh.org |                 |
| Address: 1496 Route 300   |                                       |                 |
| City/PO: Town of Newburgh   | State: NY                             | Zip Code: 12550 |
| Project Contact (if not same as sponsor; give name and title/role):<br>Gil Piaquadio, Supervisor  | Telephone:                            |                 |
|   | E-Mail:                               |                 |
| Address:  |                                       |                 |
| City/PO:  | State:                                | Zip Code:       |
| Property Owner (if not same as sponsor):<br>NA  | Telephone:                            |                 |
|   | E-Mail:                               |                 |
| Address:  |                                       |                 |
| City/PO:  | State:                                | Zip Code:       |

## B. Government Approvals

| B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.) |  |   |
|--|--|---|
| Government Entity  | If Yes: Identify Agency and Approval(s) Required | Application Date (Actual or projected)                              |
| a. City Counsel, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees                  | Town Board of Town of Newburgh                   |   |
| b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                      |  |   |
| c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                           |  |   |
| d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |   |
| e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   |
| f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |   |
| g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |   |
| h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  |   |
| i. Coastal Resources.  |  |   |
| i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?  |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?                                       |  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Is the project site within a Coastal Erosion Hazard Area?   |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

## C. Planning and Zoning

|  |   |
|--|---|
| <b>C.1. Planning and zoning actions.</b>   |   |
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed?  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <ul style="list-style-type: none"> <li>If Yes, complete sections C, F and G.</li> <li>If No, proceed to question C.2 and complete all remaining sections and questions in Part 1</li> </ul>  |   |
| <b>C.2. Adopted land use plans.</b>  |   |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?)   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, identify the plan(s):<br>Remediation Sites:336088, Remediation Sites:336089, Remediation Sites:336002, Remediation Sites:336031, Remediation Sites:V00312, Remediation Sites:C336031, Remediation Sites:336057, Remediation Sites:V00118, Remediation Sites:336059, Remediation Sites:336024, Remediation Sites:336086, Remediation Sites:546031 |   |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If Yes, identify the plan(s):  |   |
| <hr/> <hr/> <hr/>  |   |

### C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No  
If Yes, what is the zoning classification(s) including any applicable overlay district?

RR, AR, R1, R2, R3, B, IB and I Zoning Districts and O, LHI and Education Facility Overlay Districts

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site?

### C.4. Existing community services.

a. In what school district is the project site located? Marlboro Central, Newburgh Enlarged City, Walkill Central, Valley Central

b. What police or other public protection forces serve the project site?

Town of Newburgh, NYS Police, Orange County Sheriff

c. Which fire protection and emergency medical services serve the project site?

Middlehope, Cronomer Valley, Plattekill, Orange Lake, Colendham, Winona Lake, Goodwill and Town of Newburgh EMS

d. What parks serve the project site?

Cronomer Hill and Algonquin, Chadwick Lake, Monarch, Desmond

### D. Project Details

#### D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Residential and Commercial

b. a. Total acreage of the site of the proposed action? town-wide acres

b. Total acreage to be physically disturbed? NA acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? NA acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % Units:

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No

iii. Number of lots proposed?

iv. Minimum and maximum proposed lot sizes? Minimum Maximum

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: months

ii. If Yes:

- Total number of phases anticipated

- Anticipated commencement date of phase 1 (including demolition) month year

- Anticipated completion date of final phase month year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases:

|   |                   |                   |                     |                                       |
|---|-------------------|-------------------|---------------------|---------------------------------------|
| f. Does the project include new residential uses? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes, show numbers of units proposed. |                   |                   |                     |                                       |
|   | <u>One Family</u> | <u>Two Family</u> | <u>Three Family</u> | <u>Multiple Family (four or more)</u> |
| Initial Phase   | _____             | _____             | _____               | _____                                 |
| At completion of all phases   | _____             | _____             | _____               | _____                                 |

|   |  |
|---|--|
| g. Does the proposed action include new non-residential construction (including expansions)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes,                    |  |
| i. Total number of structures _____<br>ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length<br>iii. Approximate extent of building space to be heated or cooled: _____ square feet |  |

|  |  |
|--|--|
| h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes,   |  |
| i. Purpose of the impoundment: _____<br>ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____<br>iii. If other than water, identify the type of impounded/contained liquids and their source. _____<br>iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres<br>v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length<br>vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ |  |

**D.2. Project Operations**

|  |  |
|--|--|
| a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes:  |  |
| i. What is the purpose of the excavation or dredging? _____<br>ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?<br>• Volume (specify tons or cubic yards): _____<br>• Over what duration of time? _____<br>iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____<br>iv. Will there be onsite dewatering or processing of excavated materials? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>If yes, describe. _____<br>v. What is the total area to be dredged or excavated? _____ acres<br>vi. What is the maximum area to be worked at any one time? _____ acres<br>vii. What would be the maximum depth of excavation or dredging? _____ feet<br>viii. Will the excavation require blasting? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span><br>ix. Summarize site reclamation goals and plan: _____<br>_____<br>_____ |  |

|  |  |
|--|--|
| b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span><br>If Yes: |  |
| i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____<br>_____<br>_____  |  |

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: \_\_\_\_\_
- expected acreage of aquatic vegetation remaining after project completion: \_\_\_\_\_
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): \_\_\_\_\_
- proposed method of plant removal: \_\_\_\_\_
- if chemical/herbicide treatment will be used, specify product(s): \_\_\_\_\_

v. Describe any proposed reclamation/mitigation following disturbance: \_\_\_\_\_

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

i. Total anticipated water usage/demand per day: \_\_\_\_\_ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

- Name of district or service area: \_\_\_\_\_
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: \_\_\_\_\_
- Source(s) of supply for the district: \_\_\_\_\_

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If, Yes:

- Applicant/sponsor for new district: \_\_\_\_\_
- Date application submitted or anticipated: \_\_\_\_\_
- Proposed source(s) of supply for new district: \_\_\_\_\_

v. If a public water supply will not be used, describe plans to provide water supply for the project: \_\_\_\_\_

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: \_\_\_\_\_ gallons/minute.

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

i. Total anticipated liquid waste generation per day: \_\_\_\_\_ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): \_\_\_\_\_

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☒ No

If Yes:

- Name of wastewater treatment plant to be used: \_\_\_\_\_
- Name of district: \_\_\_\_\_
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Do existing sewer lines serve the project site? _____</li> <li>• Will a line extension within an existing district be necessary to serve the project? _____</li> </ul> <p>If Yes:</p> <ul style="list-style-type: none"> <li>• Describe extensions or capacity expansions proposed to serve this project: _____</li> </ul>  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____   |  |
| If Yes: <ul style="list-style-type: none"> <li>• Applicant/sponsor for new district: _____</li> <li>• Date application submitted or anticipated: _____</li> <li>• What is the receiving water for the wastewater discharge? _____</li> </ul>   |  |
| v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans): _____  |  |
| vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____   |  |
| e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____   |  |
| If Yes: <ul style="list-style-type: none"> <li>i. How much impervious surface will the project create in relation to total size of project parcel?             <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>_____ Square feet or _____ acres (impervious surface)</span> <span>_____ Square feet or _____ acres (parcel size)</span> </div> </li> <li>ii. Describe types of new point sources. _____</li> <li>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____</li> </ul>  |  |
| • If to surface waters, identify receiving water bodies or wetlands: _____   |  |
| • Will stormwater runoff flow to adjacent properties? _____  |  |
| iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____  |  |
| f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____  |  |
| If Yes, identify: <ul style="list-style-type: none"> <li>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</li> <li>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</li> <li>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</li> </ul>   |  |
| g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____  |  |
| If Yes: <ul style="list-style-type: none"> <li>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</li> <li>ii. In addition to emissions as calculated in the application, the project will generate:             <ul style="list-style-type: none"> <li>• _____ Tons/year (short tons) of Carbon Dioxide (CO<sub>2</sub>)</li> <li>• _____ Tons/year (short tons) of Nitrous Oxide (N<sub>2</sub>O)</li> <li>• _____ Tons/year (short tons) of Perfluorocarbons (PFCs)</li> <li>• _____ Tons/year (short tons) of Sulfur Hexafluoride (SF<sub>6</sub>)</li> <li>• _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)</li> <li>• _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)</li> </ul> </li> </ul> |  |

|   |   |  |   |
|---|---|--|---|
| <p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>   |   |  |   |
| <p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>  |   |  |   |
| <p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend<br/> <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p> <p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> |   |  |   |
| <p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade, to an existing substation? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>  |   |  |   |
| <p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ NA</li> <li>• Saturday: _____ NA</li> <li>• Sunday: _____ NA</li> <li>• Holidays: _____ NA</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ NA</li> <li>• Saturday: _____ NA</li> <li>• Sunday: _____ NA</li> <li>• Holidays: _____ NA</li> </ul> </td> </tr> </table>   |   | <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ NA</li> <li>• Saturday: _____ NA</li> <li>• Sunday: _____ NA</li> <li>• Holidays: _____ NA</li> </ul> | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ NA</li> <li>• Saturday: _____ NA</li> <li>• Sunday: _____ NA</li> <li>• Holidays: _____ NA</li> </ul> |
| <p>i. During Construction:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ NA</li> <li>• Saturday: _____ NA</li> <li>• Sunday: _____ NA</li> <li>• Holidays: _____ NA</li> </ul>  | <p>ii. During Operations:</p> <ul style="list-style-type: none"> <li>• Monday - Friday: _____ NA</li> <li>• Saturday: _____ NA</li> <li>• Sunday: _____ NA</li> <li>• Holidays: _____ NA</li> </ul> |  |   |



|  |  |
|--|--|
| <p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p>   |  |
| <p>ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p>   |  |
| <p>n. Will the proposed action have outdoor lighting? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>   |  |
| <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>Describe: _____</p>   |  |
| <p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:</p> <p>_____</p>   |  |
| <p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally, describe the proposed storage facilities: _____</p>  |  |
| <p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p>  |  |
| <p>ii. Will the proposed action use Integrated Pest Management Practices? <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span></p>  |  |
| <p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> <li>• Construction: _____ tons per _____ (unit of time)</li> <li>• Operation : _____ tons per _____ (unit of time)</li> </ul> <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> <li>• Construction: _____</li> <li>• Operation: _____</li> </ul> |  |

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

- Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): \_\_\_\_\_
- Anticipated rate of disposal/processing:
  - \_\_\_\_\_ Tons/month, if transfer or other non-combustion/thermal treatment, or
  - \_\_\_\_\_ Tons/hour, if combustion or thermal treatment
- If landfill, anticipated site life: \_\_\_\_\_ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

- Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: \_\_\_\_\_
- Generally describe processes or activities involving hazardous wastes or constituents: \_\_\_\_\_
- Specify amount to be handled or generated \_\_\_\_\_ tons/month
- Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: \_\_\_\_\_
- Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: \_\_\_\_\_

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: \_\_\_\_\_

#### E. Site and Setting of Proposed Action

**E.1. Land uses on and surrounding the project site**

a. Existing land uses.

- Check all uses that occur on, adjoining and near the project site.
 

|  |   |  |  |  |
|--|---|--|--|--|
| <input type="checkbox"/> Urban             | <input checked="" type="checkbox"/> Industrial  | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Residential (suburban)       | <input checked="" type="checkbox"/> Rural (non-farm) |
| <input checked="" type="checkbox"/> Forest | <input checked="" type="checkbox"/> Agriculture | <input checked="" type="checkbox"/> Aquatic    | <input checked="" type="checkbox"/> Other (specify): <u>Park</u> |  |
- If mix of uses, generally describe: \_\_\_\_\_

b. Land uses and covertypes on the project site.

| Land use or<br>Covertype   | Current<br>Acreage | Acreage After<br>Project Completion | Change<br>(Acres +/-) |
|--|--------------------|-------------------------------------|-----------------------|
| • Roads, buildings, and other paved or impervious surfaces                               | -                  | -                                   | -                     |
| • Forested   | -                  | -                                   | -                     |
| • Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural) | -                  | -                                   | -                     |
| • Agricultural<br>(includes active orchards, field, greenhouse etc.)                     | -                  | -                                   | -                     |
| • Surface water features<br>(lakes, ponds, streams, rivers, etc.)                        | -                  | -                                   | -                     |
| • Wetlands (freshwater or tidal)   | -                  | -                                   | -                     |
| • Non-vegetated (bare rock, earth or fill)   | -                  | -                                   | -                     |
| • Other<br>Describe: _____   |                    |                                     |                       |

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☐ No  
i. If Yes: explain: Chadwick Lake, Cronomer Hill, Orange Lake, Hudson River

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No  
If Yes,  
i. Identify Facilities:  
Fostertown Elementary, Gardnertown, East Coldenham, Meadow Hill, Balmville Elementary, Union Nursery School, Miss Cindy's Neighborhood Nursery, Healthy Kids before School, Tots-N-Us, Senior Horizons, Kinderhouse

e. Does the project site contain an existing dam? ☐ Yes ☒ No  
If Yes:  
i. Dimensions of the dam and impoundment:  
• Dam height: \_\_\_\_\_ feet  
• Dam length: \_\_\_\_\_ feet  
• Surface area: \_\_\_\_\_ acres  
• Volume impounded: \_\_\_\_\_ gallons OR acre-feet  
ii. Dam's existing hazard classification: \_\_\_\_\_  
iii. Provide date and summarize results of last inspection: \_\_\_\_\_  
\_\_\_\_\_

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No  
If Yes:  
i. Has the facility been formally closed? ☐ Yes ☐ No  
• If yes, cite sources/documentation: \_\_\_\_\_  
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: \_\_\_\_\_  
\_\_\_\_\_

iii. Describe any development constraints due to the prior solid waste activities: \_\_\_\_\_  
\_\_\_\_\_

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No  
If Yes:  
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: \_\_\_\_\_  
\_\_\_\_\_

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☒ Yes ☐ No  
If Yes:  
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☒ Yes ☐ No  
☐ Yes – Spills Incidents database Provide DEC ID number(s): \_\_\_\_\_  
☒ Yes – Environmental Site Remediation database Provide DEC ID number(s): 336088, 336089, 336002, 336...  
☐ Neither database  
ii. If site has been subject of RCRA corrective activities, describe control measures: \_\_\_\_\_  
\_\_\_\_\_

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☒ Yes ☐ No  
If yes, provide DEC ID number(s): 336022, 336019, 336088, 336089, 336002, 336031,...  
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): \_\_\_\_\_  
\_\_\_\_\_

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No

- If yes, DEC site ID number: \_\_\_\_\_
- Describe the type of institutional control (e.g., deed restriction or easement): \_\_\_\_\_
- Describe any use limitations: \_\_\_\_\_
- Describe any engineering controls: \_\_\_\_\_
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: \_\_\_\_\_

---

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? \_\_\_\_\_ 0->5 feet

b. Are there bedrock outcroppings on the project site? ☒ Yes ☐ No  
If Yes, what proportion of the site is comprised of bedrock outcroppings? \_\_\_\_\_ >5 %

c. Predominant soil type(s) present on project site:

|    |       |         |
|----|-------|---------|
| NA | _____ | _____ % |
| NA | _____ | _____ % |
| NA | _____ | _____ % |

d. What is the average depth to the water table on the project site? Average: \_\_\_\_\_ 0->5 feet

e. Drainage status of project site soils: ☐ Well Drained: \_\_\_\_\_ % of site  
☐ Moderately Well Drained: \_\_\_\_\_ % of site  
☐ Poorly Drained: \_\_\_\_\_ % of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: \_\_\_\_\_ % of site  
☐ 10-15%: \_\_\_\_\_ % of site  
☐ 15% or greater: \_\_\_\_\_ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☒ No  
If Yes, describe: \_\_\_\_\_

---

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☒ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☒ Yes ☐ No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☒ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

|                                     |                                |  |                  |                      |
|-------------------------------------|--------------------------------|--|------------------|----------------------|
| • Streams:                          | Name                           | 862-136, 862-222, 862-211, 862-223, 862-205, 86... | Classification   | C, A, B, AA          |
| • Lakes or Ponds:                   | Name                           | 862-223, 862-218, 862-224, 862-227, 862-232, 86... | Classification   | A, C, B              |
| • Wetlands:                         | Name                           | Federal Waters, NYS Wetland, Federal Waters, Fe... | Approximate Size | NYS Wetland (in a... |
| • Wetland No. (if regulated by DEC) | NB-27, NB-25, NB-26, NB-29,... |  |                  |                      |

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☒ Yes ☐ No

If yes, name of impaired water body/bodies and basis for listing as impaired: \_\_\_\_\_

Name - Pollutants - Uses: Orange Lake - Nutrients - Recreation, Name - Pollutants - Uses: Hudson River (Class B) - Priority Organ...

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i. Is the project site in a designated Floodway? ☒ Yes ☐ No

j. Is the project site in the 100-year Floodplain? ☒ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☒ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☒ Yes ☐ No

If Yes:

i. Name of aquifer: Principal Aquifer

|  |  |
|--|--|
| <p>m. Identify the predominant wildlife species that occupy or use the project site:<br/> <u>typical for suburban setting</u></p>  | <p>_____</p> <p>_____</p> <p>_____</p> |
| <p>n. Does the project site contain a designated significant natural community? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Describe the habitat/community (composition, function, and basis for designation): <u>Red Maple-Hardwood Swamp</u></p> <p>ii. Source(s) of description or evaluation: <u>NYS DEC</u></p> <p>iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> <li>• Currently: <u>1460.0</u> acres</li> <li>• Following completion of project as proposed: <u>no change</u> acres</li> <li>• Gain or loss (indicate + or -): <u>NA</u> acres</li> </ul> |  |
| <p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Species and listing (endangered or threatened): <u>Atlantic Sturgeon, Indiana Bat, Upland Sandpiper, Bald Eagle, Shortnose Sturgeon</u></p>  |  |
| <p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Species and listing: _____</p>   |  |
| <p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If yes, give a brief description of how the proposed action may affect that use: <u>No change</u></p>  |  |
| <p><b>E.3. Designated Public Resources On or Near Project Site</b></p>   |  |
| <p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes, provide county plus district name/number: <u>ORAN001, ULST002, ULST001</u></p>   |  |
| <p>b. Are agricultural lands consisting of highly productive soils present? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>i. If Yes: acreage(s) on project site? <u>varies</u></p> <p>ii. Source(s) of soil rating(s): <u>Orange County</u></p>  |  |
| <p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p>ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>   |  |
| <p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p>If Yes:</p> <p>i. CEA name: <u>Chadwick Lake Reservoir, Wallkill Public Water Supply</u></p> <p>ii. Basis for designation: <u>Development threat to public health, Protect water supply</u></p> <p>iii. Designating agency and date: <u>Agency: Newburgh, Town of, Agency: Shawangunk, Town of, Date: 5-21-87, Date: 10-1-89</u></p>  |  |

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☒ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☒ Historic Building or District

ii. Name: Eligible property: Johnes-Holden Home, Eligible property: Old Balmville Elementary School, Eligible property: Residence,...

iii. Brief description of attributes on which listing is based: \_\_\_\_\_

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f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☒ Yes ☐ No

---

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☒ No

If Yes:

i. Describe possible resource(s): \_\_\_\_\_

ii. Basis for identification: \_\_\_\_\_

---

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☒ Yes ☐ No

If Yes:

i. Identify resource: Hudson River

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Scenic

iii. Distance between project and resource: \_\_\_\_\_ 5 miles.

---

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☒ No

If Yes:

i. Identify the name of the river and its designation: \_\_\_\_\_

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

#### F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

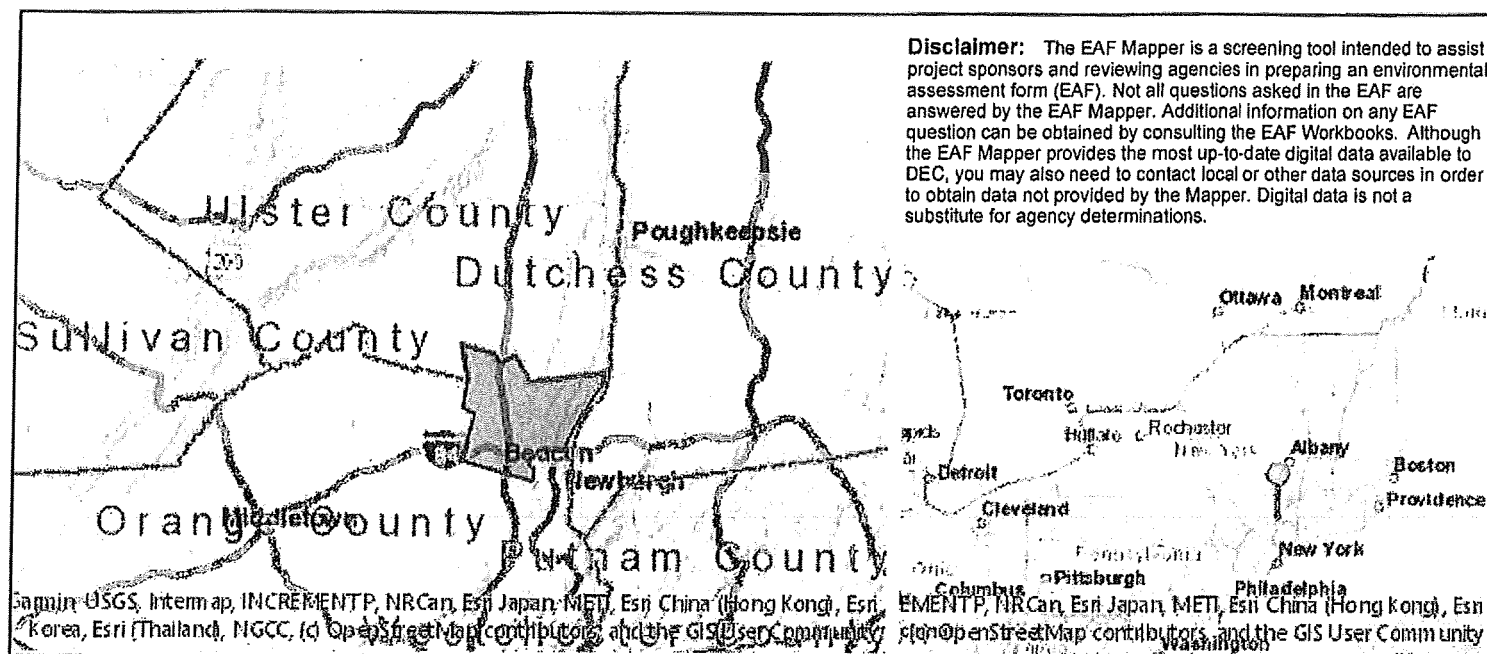
#### G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Town of Newburgh Town Board Date 07/08/2025

Signature  Title \_\_\_\_\_

**PRINT FORM**



|  |   |
|--|---|
| B.1.i [Coastal or Waterfront Area]   | Yes   |
| B.1.ii [Local Waterfront Revitalization Area]                                      | Yes   |
| C.2.b. [Special Planning District]   | Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.   |
| C.2.b. [Special Planning District - Name]  | Remediation Sites:336088, Remediation Sites:336089, Remediation Sites:336002, Remediation Sites:336031, Remediation Sites:V00312, Remediation Sites:C336031, Remediation Sites:336057, Remediation Sites:V00118, Remediation Sites:336059, Remediation Sites:336024, Remediation Sites:336086, Remediation Sites:546031 |
| E.1.h [DEC Spills or Remediation Site - Potential Contamination History]           | Yes - Digital mapping data for Spills Incidents are not available for this location. Refer to EAF Workbook.   |
| E.1.h.i [DEC Spills or Remediation Site - Listed]                                  | Yes   |
| E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database] | Yes   |
| E.1.h.i [DEC Spills or Remediation Site - DEC ID Number]                           | 336088, 336089, 336002, 336031, V00312, C336031, 336057, V00118, 336059, 336024, 336086, 546031   |
| E.1.h.iii [Within 2,000' of DEC Remediation Site]                                  | Yes   |
| E.1.h.iii [Within 2,000' of DEC Remediation Site - DEC ID]                         | 336022, 336019, 336088, 336089, 336002, 336031, 336037, V00312, C336031, B00136, 336009, 336063, C336085, 336057, V00118, 336059, 336024, 336086, 546031  |
| E.2.g [Unique Geologic Features]   | No  |
| E.2.h.i [Surface Water Features]   | Yes   |
| E.2.h.ii [Surface Water Features]  | Yes   |
| E.2.h.iii [Surface Water Features]   | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.   |

|  |  |
|--|--|
| Name]  | 855.5-145, 862-226, 862-225, 862-224, 862-360, 862-231, 862-215, 862-227, 862-228, 862-221, 862-359, 862-232, 862-206, 855.5-134, 862-207, 862-364, 862-371, 862-370, 862-374, 858-1, 862-358  |
| E.2.h.iv [Surface Water Features - Stream Classification]    | C, A, B, AA  |
| E.2.h.iv [Surface Water Features - Lake/Pond Name]           | 862-223, 862-218, 862-224, 862-227, 862-232, 862-215, 862-230, 862-359, 862-358, 862-360, 862-374  |
| E.2.h.iv [Surface Water Features - Lake/Pond Classification] | A, C, B  |
| E.2.h.iv [Surface Water Features - Wetlands Name]            | Federal Waters, NYS Wetland  |
| E.2.h.iv [Surface Water Features - Wetlands Size]            | NYS Wetland (in acres):55.4, NYS Wetland (in acres):25.1, NYS Wetland (in acres):20.4, NYS Wetland (in acres):54.4, NYS Wetland (in acres):18.3, NYS Wetland (in acres):28.1, NYS Wetland (in acres):294.0, NYS Wetland (in acres):35.5, NYS Wetland (in acres):15.2, NYS Wetland (in acres):15.0, NYS Wetland (in acres):66.1, NYS Wetland (in acres):26.6, NYS Wetland (in acres):70.9, NYS Wetland (in acres):15.5, NYS Wetland (in acres):21.0, NYS Wetland (in acres):29.6, NYS Wetland (in acres):13.7, NYS Wetland (in acres):19.2, NYS Wetland (in acres):1368.4, NYS Wetland (in acres):22.7, NYS Wetland (in acres):23.9, NYS Wetland (in acres):38.3, NYS Wetland (in acres):85.5, NYS Wetland (in acres):12.2, NYS Wetland (in acres):99.7, NYS Wetland (in acres):71.7, NYS Wetland (in acres):84.1, NYS Wetland (in acres):38.1, NYS Wetland (in acres):111.7, NYS Wetland (in acres):242.3, NYS Wetland (in acres):17.2 |
| E.2.h.iv [Surface Water Features - DEC Wetlands Number]      | NB-27, NB-25, NB-26, NB-29, NB-28, NB-24, NB-21, NB-20, NB-22, NB-13, NB-12, NB-15, NB-23, NB-19, NB-16, NB-35, NB-17, NB-18, NB-11, NB-32, NB-14, NB-5, NB-30, NB-31, NB-4, NB-7, NB-34, NB-9, NB-33, WD-50, NB-10  |
| E.2.h.v [Impaired Water Bodies]                              | Yes  |
| E.2.h.v [Impaired Water Bodies - Name and Basis for Listing] | Name - Pollutants - Uses:Orange Lake – Nutrients – Recreation, Name - Pollutants - Uses:Hudson River (Class B) – Priority Organics – Fish Consumption, Name - Pollutants - Uses:Hudson River (Class A) – Priority Organics – Fish Consumption  |
| E.2.i. [Floodway]  | Yes  |
| E.2.j. [100 Year Floodplain]                                 | Yes  |
| E.2.k. [500 Year Floodplain]                                 | Yes  |
| E.2.l. [Aquifers]  | Yes  |
| E.2.l. [Aquifer Names]                                       | Principal Aquifer  |
| E.2.n. [Natural Communities]                                 | Yes  |
| E.2.n.i [Natural Communities - Name]                         | Red Maple-Hardwood Swamp   |
| E.2.n.i [Natural Communities - Acres]                        | 1460.0   |
| E.2.o. [Endangered or Threatened Species]                    | Yes  |
| E.2.o. [Endangered or Threatened Species - Name]             | Atlantic Sturgeon, Indiana Bat, Upland Sandpiper, Bald Eagle, Shortnose Sturgeon   |
| E.2.p. [Rare Plants or Animals]                              | No   |
| E.3.a. [Agricultural District]                               | Yes  |
| E.3.a. [Agricultural District]                               | ORAN001, ULST002, ULST001  |
| E.3.c. [National Natural Landmark]                           | No   |
| E.3.d [Critical Environmental Area]                          | Yes  |
| E.3.d [Critical Environmental Area - Name]                   | Chadwick Lake Reservoir, Wallkill Public Water Supply  |



|   |   |
|---|---|
| Reason]   |   |
| E.3.d.iii [Critical Environmental Area – Date and Agency]                               | Agency:Newburgh, Town of, Agency:Shawangunk, Date:5-21-87, Date:10-1-89   |
| E.3.e. [National or State Register of Historic Places or State Eligible Sites]          | Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.   |
| E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name] | Eligible property:Johnes-Holden Home, Eligible property:Old Balmville Elementary School, Eligible property:Residence, barn, privy, Eligible property:514 Grand Avenue, Newburgh, Eligible property:26 Downing Ave, Eligible property:533 Grand Avenue, Eligible property:532 & 536 Grand Avenue, Eligible property:519 Grand Avenue, Eligible property:559 Grand Avenue, Eligible property:3 West Stone Street, Eligible property:512 Grand Avenue, Eligible property:505 Grand Avenue, Eligible property:527 Grand Avenue, Eligible property:153 Holmes Road, Eligible property:THAYER HOUSE, Eligible property:farmhouse and barn, Eligible property:Our Lady of Mercy RC Church, Belknap Stone House, Orange Mill Historic District, Gardner, Silas, House, Bloomer-Dailey House and Balmville Tree, Maple Lawn, Powelton Club, Echo Lawn Estate, Balmville Cemetery, Cosman Family Cemetery, Mill House, Chapel Hill Bible Church |
| E.3.f. [Archeological Sites]  | Yes   |
| E.3.i. [Designated River Corridor]  | No  |

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

|  | No, or<br>small<br>impact<br>may<br>occur | Moderate<br>to large<br>impact<br>may<br>occur |
|--|---|--|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?  | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 2. Will the proposed action result in a change in the use or intensity of use of land?   | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 3. Will the proposed action impair the character or quality of the existing community?   | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?                      | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?            | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 7. Will the proposed action impact existing:   | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| a. public / private water supplies?  | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| b. public / private wastewater treatment utilities?  | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?                                   | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?                     | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?  | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |
| 11. Will the proposed action create a hazard to environmental resources or human health?   | <input checked="" type="checkbox"/>       | <input type="checkbox"/>                       |

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 14th day of July, 2025 at 7:00 P.M., Prevailing Time.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

James Politi, Councilman

RESOLUTION OF ADOPTION OF LOCAL  
LAW NO. \_\_ OF 2025 ADDING NEW CHAPTER  
140 ENTITLED "PUBLIC NUISANCE"  
ABATEMENT TO THE CODE OF THE TOWN  
OF NEWBURGH

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

WHEREAS, a Local Law Adding a new Chapter 140 entitled 'Public Nuisance Abatement' to the Code of the Town of Newburgh was introduced before the Town Board of the Town of Newburgh in the County of Orange and State of New York on the 28th day of May, 2025; and

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 28th day of May, 2025 ordered a public hearing to be held on the 14th day of July, 2025 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on said proposed local law entitled "A Local Law Adding a new Chapter 140 entitled 'Public Nuisance Abatement' to the Code of the Town of Newburgh"; and

WHEREAS, a notice of said Public Hearing was duly advertised on the \_\_th day of June, 2025 in The Mid-Hudson Times and posted on the Town Clerk's sign board on the \_\_th day of June, 2025 and on the Town of Newburgh's website on the \_\_th day of June, 2025; and

WHEREAS, the Public Hearing was duly held on the 14th day of July, 2025 at 7:00 o'clock p.m at Town Hall, 1496 Route 300, Newburgh, New York and all parties in attendance were permitted to speak on behalf or in opposition of the proposed Local Law or any part thereof; and

WHEREAS, the Town Board of the Town of Newburgh, acting as lead agency, has duly considered the adoption of said Local Law adding Chapter 140 entitled "Public Nuisance Abatement" to the Code of the Town of Newburgh as an Unlisted Action under the State Environmental Quality Review Act and has duly issued a negative declaration; and

WHEREAS, due to the adoption of intervening local laws, said Local Law shall be designated as Town of Newburgh Local Law No. \_\_ of the Year 2025 upon filing; and

WHEREAS, the Town Board of the Town of Newburgh, after due deliberation finds it in the best interest of the Town to adopt said Local Law.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Town Board of the Town of Newburgh hereby adopts said Local Law No. \_\_\_\_ of Year 2025 entitled ""A Local Law Adding a new Chapter 140 entitled 'Public Nuisance Abatement' to the Code of the Town of Newburgh."
2. The Town Clerk is hereby directed to enter this resolution and said Local Law in the minutes of this meeting and the Local Law Book of the Town of Newburgh and to give due notice of the adoption of said Local Law to the Secretary of State and to the public.

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. Piaquadio, Supervisor</u> | <u>voting</u> |

The resolution was thereupon declared duly adopted.

#7A

TOWN OF NEWBURGH

AUDIT # 13

DATE: JULY 14, 2025

TOTAL OF ALL PAYMENTS: \$ 4,146,771.02

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 4,094,353.52 plus the paid prior audit of \$ 52,417.50 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 : July 14, 2025

\_\_\_\_\_  
Town Clerk Office

Town Board:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

#7B

Town Board Meeting July 14, 2025

**Review Status Report and Budget Status Report for June 2025**



#9  
**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: Ronald Clum, Accounting

FROM: Jim Presutti, Commissioner

DATE: June 27, 2025

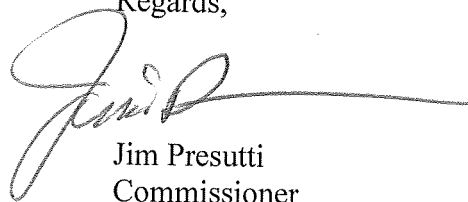
RE: 2025 Budget Transfer - Equipment

---

We are requesting a budget transfer of \$10,000 from 7110.5415 Facility - Landscaping to 7110.5200 Facility – Equipment.

This \$10,000 transfer will be added to the \$45,000 already in the 2025 budget to purchase a new van for the Recreation Department.

Regards,



Jim Presutti  
Commissioner



#10

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: 6.16.25

---

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

\*Totaling: \$ 782.98

Canine: \$ 545.16

Feline: \$ 237.82

Other: \$



# TOWN OF NEWBURGH

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

DEPARTMENT

*Animal Control*

CLAIMANT'S

NAME

Newburgh Veterinary Hospital

AND

ADDRESS

1716 Route 300

Newburgh, NY 12550

(845)564-2660

TERMS

Net 30 Days

*Canine*

DO NOT WRITE IN THIS BOX

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

Invoice #

| Dates   | Quantity | Description of Materials or Services | Unit Price | Amount |
|---------|----------|--------------------------------------|------------|--------|
| 6/3/25  | 932144   |                                      | 123.31     | 153.80 |
| 6/3/25  | 932145   |                                      |            | 127.37 |
| 6/11/25 | 932852   |                                      |            | 171.17 |
| 6/18/25 | 933640   |                                      |            | 3.93   |
| 6/3/25  | 932143   |                                      | 119.38     | 148.19 |
|         |          |                                      |            | 545.16 |
|         |          |                                      | TOTAL      | 604.46 |

## CLAIMANT'S CERTIFICATION

*Dora M Cast*

certify that the above account in the amount of \$

545.16  
604.46

is true

and correct, that the materials, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or allowed; and that, from whom the municipality is seeking, are not indebted; and that the amount claimed is actually due.

6/26/25  
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.

*6-26-25*

Date

Authorized Official

## APPROVAL FOR PAYMENT

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Auditing Board

**COPY**

**Newburgh Veterinary Hospital**

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

# INVOICE

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:27a  
**Date:** 06-03-25  
**Account:** 19984  
**Invoice:** 932144

| Date     | For             | Qty  | Description                        | Price  | Discount | Net Price                        |
|----------|-----------------|------|------------------------------------|--------|----------|----------------------------------|
| 05-23-25 | Nene 28-25 Larg | 63   | Amoxicillin 50mg tab #394118       |        |          | <del>49.16</del> 18.67 <i>rc</i> |
| 06-03-25 |                 | 1    | Weight Monitoring                  |        |          | 0.00                             |
| 06-03-25 |                 | 1    | Neuter/Canine- Town of Newburgh    | 140.00 | 45.00    | 95.00 **                         |
| 06-03-25 |                 | 1    | Anesthesia- Isoflurane             | 454.00 | 454.00   | 0.00 **                          |
| 06-03-25 |                 | 1    | ---BloodPressureMonitoring w/anes  |        |          | 0.00                             |
| 06-03-25 |                 | 1    | ---PulseOximeterMonitoring w/Anes  |        |          | 0.00                             |
| 06-03-25 |                 | 1    | -CapnographMonitoring w/Anesthe    |        |          | 0.00                             |
| 06-03-25 |                 | 1    | ----Recovery in Heated Cage        |        |          | 0.00                             |
| 06-03-25 |                 | 1    | ----Warm Water Blanket in Surgery  |        |          | 0.00                             |
| 06-03-25 |                 | 0.04 | -HydromorphoneInject 10mg/ml Co    |        |          | 0.00                             |
| 06-03-25 |                 | 0.70 | Penicillin G Inject / ml (in hosp) | 30.77  | 30.77    | 0.00 **                          |
| 06-03-25 |                 | 1    | Oral, Topical medication administr | 12.60  | 12.60    | 0.00 **                          |
| 06-03-25 |                 | 0.15 | -TelazolInject Control Log / ml    |        |          | 0.00                             |
| 06-03-25 |                 | 1    | PEDICURE- simple                   | 22.00  | 22.00    | 0.00 **                          |
| 06-03-25 |                 | 1    | Elizabethan Collar 12.5cm          | 32.50  | 30.66    | 1.84 **                          |
| 06-03-25 |                 | 15   | Amoxicillin 50mg tab #394865       | 26.60  | 22.15    | 4.45 **                          |
| 06-03-25 |                 | 5    | Carprovet Tabs 25mg #394866        | 22.25  | 20.46    | 1.79 **                          |
| 06-03-25 |                 | 20   | Trazodone 50mg tablets #394867     | 23.95  | 22.39    | 1.56 **                          |

Total charges, this invoice...

\*\*Total discount included: 660.03

~~153.80~~

123.31 *rc*

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

Reminders for: **Nene 28-25 Large tan** (Weight: 14.5 lbs - Last done

|       |                                |          |
|-------|--------------------------------|----------|
| 05/26 | lyme,HW,Ehrlichia Accu Plus4(A | 05-19-25 |
| 05/26 | Canine Kennel Cough Vacc -1 ye | 05-19-25 |
| 05/26 | CANINE RABIES / 3 YEAR         |          |
| 11/25 | Neuter your pet at 5-6 months  |          |
| 11/25 | FECAL EXAM                     |          |
| 11/25 | Fecal Keyscreen PCR Prepaid    |          |
| 11/25 | FECAL KEYSCREEN PCR            |          |
| 06/25 | CANINE DIST/A2/PI/PARVO 1Y     |          |

Nene 28-25 Large tan's weight history (in lbs)

**COPY**

# 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](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:27a  
**Date:** 06-03-25  
**Account:** 19984  
**Invoice:** 932145

| Date     | For                       | Qty  | Description                        | Price  | Discount | Net Price |
|----------|---------------------------|------|------------------------------------|--------|----------|-----------|
| 06-03-25 | Nena 27-25                | 1    | Weight Monitoring                  |        |          | 0.00      |
| 06-03-25 |                           | 1    | OHE Canine - Town of Newburgh      | 178.00 | 58.00    | 120.00 ** |
|          | NEGATIVE - ALREADY SPAYED |      |                                    |        |          |           |
| 06-03-25 |                           | 1    | Anesthesia- Isoflurane             | 454.00 | 454.00   | 0.00 **   |
| 06-03-25 |                           | 1    | ---BloodPressureMonitoring w/anes  |        |          | 0.00      |
| 06-03-25 |                           | 1    | ---PulseOximeterMonitoring w/Anes  |        |          | 0.00      |
| 06-03-25 |                           | 1    | -CapnographMonitoring w/Anesthe    |        |          | 0.00      |
| 06-03-25 |                           | 1    | -----Recovery in Heated Cage       |        |          | 0.00      |
| 06-03-25 |                           | 1    | ----Warm Water Blanket in Surgery  |        |          | 0.00      |
| 06-03-25 |                           | 0.03 | -HydromorphoneInject 10mg/ml Co    |        |          | 0.00      |
| 06-03-25 |                           | 0.50 | Penicillin G Inject / ml (in hosp) | 30.55  | 30.55    | 0.00 **   |
| 06-03-25 |                           | 1    | Oral, Topical medication administr | 12.60  | 12.60    | 0.00 **   |
| 06-03-25 |                           |      | -TelazolInject Control Log / ml    |        |          | 0.00      |
| 06-03-25 |                           | 1    | PEDICURE- simple                   | 22.00  | 22.00    | 0.00 **   |
| 06-03-25 |                           | 1    | Elizabethan Collar 12.5cm          | 32.50  | 30.66    | 1.84 **   |
| 06-03-25 |                           | 0.02 | -Dexdomitor Inject/ml              |        |          | 0.00      |
| 06-03-25 |                           | 10   | Amoxicillin 50mg tab #394855       | 24.25  | 21.29    | 2.96 **   |
| 06-03-25 |                           | 5    | Carprovet Tabs 25mg #394856        | 22.25  | 20.46    | 1.79 **   |
| 06-03-25 |                           | 10   | Trazodone 50mg tablets #394857     | 21.75  | 20.97    | 0.78 **   |

Total charges, this invoice...

127.37

\*\*Total discount included: 670.53

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

| Reminders for: <b>Nena 27-25</b> (Weight: 11.3 lbs - 8y) |                                | Last done |
|--|--------------------------------|-----------|
| 05/26  | Canine Kennel Cough Vacc -1 ye | 05-17-25  |
| 05/26  | FECAL KEYScreen PCR            | 05-16-25  |
| 05/26  | lyme,HW,Ehrlichia Accu Plus4(A | 05-16-25  |
| 05/26  | CANINE RABIES / 3 YEAR         |           |
| 11/25  | FECAL EXAM                     |           |
| 11/25  | Fecal Keyscreen PCR Prepaid    |           |



# 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](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:28a  
**Date:** 06-11-25  
**Account:** 19984  
**Invoice:** 932852

| Date  | For           | Qty  | Description                              | Price  | Discount | Net Price |
|---|---------------|------|--|--------|----------|-----------|
| 06-09-25  | Toastie 31-25 | 1    | Neuter/Canine >6yrs.                     | 637.00 | 542.00   | 95.00 **  |
| 06-09-25  |               | 1    | -Isoflurane Gas Anesthesia               |        |          | 0.00      |
| 06-09-25  |               | 1    | ---PulseOximeterMonitoring w/Anes        |        |          | 0.00      |
| 06-09-25  |               | 1    | -CapnographMonitoring w/Anesthe          |        |          | 0.00      |
| 06-09-25  |               | 1    | -----Recovery in Heated Cage             |        |          | 0.00      |
| 06-09-25  |               | 0.02 | -HydromorphoneInject 10mg/ml Co          |        |          | 0.00      |
| 06-09-25  |               | 0.40 | Penicillin G Inject / ml Outpatient      | 30.38  | 30.38    | 0.00 **   |
| 06-09-25  |               | 0.30 | Rimadyl/ Caprofen Inject / ml Outpa      | 26.03  | 26.03    | 0.00 **   |
| 06-09-25  |               | 0.80 | -Alfaxan10mg/mlinject control log/m      |        |          | 0.00      |
| 06-09-25  |               | 1    | PEDICURE- simple                         | 22.00  | 22.00    | 0.00 **   |
| 06-09-25  |               | 1    | Elizabethan Collar 12.5cm                | 32.50  | 30.66    | 1.84 **   |
| 06-09-25  |               | 1    | LYME,HW,EHRlichia,ANAPLAS                | 125.00 | 95.00    | 30.00 **  |
| 06-09-25  |               | 1    | OSHA Compliance Biohazards Fee           | 12.60  | 6.30     | 6.30 **   |
| 06-09-25  |               | 10   | Amoxicillin 50mg tab #395290             | 24.25  | 21.29    | 2.96 **   |
| 06-09-25  |               | 3    | Carprovet Tabs 25mg #395291              | 21.17  | 20.10    | 1.07 **   |
| 06-09-25  |               |      | DIAGNOSIS: Periodontal disease grade 4/4 |        |          | 0.00      |
| 06-10-25  |               | 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. |               |      |  |        |          |           |
| 06-10-25  |               | 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  |               |      |  |        |          |           |

Total charges, this invoice...

171.17

\*\*Total discount included: 887.76

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



# 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](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:28a  
**Date:** 06-18-25  
**Account:** 19984  
**Invoice:** 933640

| Date                             | For           | Qty | Description                    | Price | Discount | Net Price |
|----------------------------------|---------------|-----|--------------------------------|-------|----------|-----------|
| 06-11-25                         | Toastie 31-25 | 21  | Doxycycline 50mg Caps/Tabs #39 | 36.35 | 32.42    | 3.93 **   |
| Total charges, this invoice...   |               |     |                                |       |          | 3.93      |
| **Total discount included: 32.42 |               |     |                                |       |          |           |

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

| Reminders for: <b>Toastie 31-25</b> (Weight: 8.7 lbs - 11y) |                                | Last done |
|---|--------------------------------|-----------|
| 06/26   | Canine Kennel Cough Vacc -1 ye | 06-10-25  |
| 06/26   | Canine Dist/Aden/Parainfluenza |           |
| 06/26   | lyme,HW,Ehrlichia Accu Plus4(A | 06-09-25  |
| 04/26   | CANINE RABIES / 3 YEAR         |           |
| 10/25   | FECAL EXAM                     |           |

### **Toastie 31-25's weight history** (in lbs)

|          |      |
|----------|------|
| 06-09-25 | 8.70 |
|----------|------|

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.

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# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:21a  
**Date:** 06-03-25  
**Account:** 19984  
**Invoice:** 932143

| Date     | For             | Qty  | Description                        | Price  | Discount | Net Price              |
|----------|-----------------|------|------------------------------------|--------|----------|------------------------|
| 05-23-25 | Papito 26-25 Lr | 30   | Doxycycline 50mg Caps/Tabs #39     |        |          | <del>43.55</del> 19.74 |
| 06-03-25 |                 | 1    | Weight Monitoring                  |        |          | 0.00                   |
| 06-03-25 |                 | 1    | Neuter/Canine- Town of Newburgh    | 140.00 | 45.00    | 95.00 **               |
| 06-03-25 |                 | 1    | Anesthesia- Isoflurane             | 454.00 | 454.00   | 0.00 **                |
| 06-03-25 |                 | 1    | ---BloodPressureMonitoring w/anes  |        |          | 0.00                   |
| 06-03-25 |                 | 1    | ---PulseOximeterMonitoring w/Anes  |        |          | 0.00                   |
| 06-03-25 |                 | 1    | -CapnographMonitoring w/Anesthe    |        |          | 0.00                   |
| 06-03-25 |                 | 1    | ----Recovery in Heated Cage        |        |          | 0.00                   |
| 06-03-25 |                 | 1    | ----Warm Water Blanket in Surgery  |        |          | 0.00                   |
| 06-03-25 |                 | 0.04 | -HydromorphoneInject 10mg/ml Co    |        |          | 0.00                   |
| 06-03-25 |                 | 0.80 | Penicillin G Inject / ml (in hosp) | 30.88  | 30.88    | 0.00 **                |
| 06-03-25 |                 | 1    | Oral, Topical medication administr | 12.60  | 12.60    | 0.00 **                |
| 06-03-25 |                 | 0.15 | -TelazolInject Control Log / ml    |        |          | 0.00                   |
| 06-03-25 |                 | 1    | PEDICURE- simple                   | 22.00  | 22.00    | 0.00 **                |
| 06-03-25 |                 | 1    | Elizabethan Collar 12.5cm          | 32.50  | 30.66    | 1.84 **                |
| 06-03-25 |                 | 15   | Amoxicillin 50mg tab #394871       | 26.60  | 22.15    | 4.45 **                |
| 06-03-25 |                 | 5    | Carprovet Tabs 25mg #394872        | 22.25  | 20.46    | 1.79 **                |
| 06-03-25 |                 | 20   | Trazodone 50mg tablets #394873     | 23.95  | 22.39    | 1.56 **                |

Total charges, this invoice...

~~148.19~~

\*\*Total discount included: 660.14

119.38

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

Reminders for: **Papito 26-25 LrgBlk/white** (Weight: 15.6 | Last done

|       |                                |          |
|-------|--------------------------------|----------|
| 05/26 | lyme,HW,Ehrlichia Accu Plus4(A | 05-19-25 |
| 05/26 | Canine Kennel Cough Vacc -1 ye | 05-19-25 |
| 05/26 | CANINE RABIES / 3 YEAR         |          |
| 11/25 | Neuter your pet at 5-6 months  |          |
| 11/25 | FECAL EXAM                     |          |
| 11/25 | Fecal Keyscreen PCR Prepaid    |          |
| 11/25 | FECAL KEYSCREEN PCR            |          |
| 06/25 | CANINE DIST/A2/PI/PARVO 1Y     |          |

**Papito 26-25 LrgBlk/white's weight history** (in lbs)



# TOWN OF NEWBURGH

1496 Route 300

Newburgh, New York 12550

(845) 564-4552

DEPARTMENT

*Animal Control*

CLAIMANT'S  
NAME  
AND  
ADDRESS

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

TERMS

Net 30 Days

DO NOT WRITE IN THIS BOX

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

Invoice #

| Dates   | Quantity | Description of Materials or Services | Unit Price | Amount   |
|---------|----------|--------------------------------------|------------|----------|
| 5/29/25 | 931575   |                                      |            | 123.57 ✓ |
| 6/10/25 | 933009   |                                      |            | 97.25 ✓  |
| 6/17/25 | 933502   |                                      |            | 17.00 ✓  |
|         |          |                                      | TOTAL      | 237.82   |

## CLAIMANT'S CERTIFICATION

*Dora M Cast*

certify that the above account is the amount of \$

*237.82*

is true

and correct, that the same, services and materials were rendered to or for the municipality on the dates stated; that no part has been paid or advanced; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

*6/26/25*

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.

Date

Authorized Official

## APPROVAL FOR PAYMENT

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

Date

Auditing Board

# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:29a  
**Date:** 05-29-25  
**Account:** 4417  
**Invoice:** 931575

| Date                              | For   | Qty | Description                     | Price  | Discount | Net Price |
|-----------------------------------|---|-----|---------------------------------|--------|----------|-----------|
| 05-17-25                          | Tigger 23K-21   | 1   | Weight Monitoring               |        |          | 0.00      |
| 05-17-25                          | Tiggger 13k25   | 1   | STRONGID DEWORMING (round       | 36.05  | 18.03    | 18.02 **  |
| 05-17-25                          |   | 1   | Zoonoses                        |        |          | 0.00      |
|                                   | Discussed Zoonotic potential of intestinal parasites- in particular roundworms. |     |                                 |        |          |           |
| 05-17-25                          |   | 1   | Enema-DSS (Fleet or Similar)    | 125.00 | 62.50    | 62.50 **  |
| 05-17-25                          |   | 1   | Weight Monitoring               |        |          | 0.00      |
| 05-19-25                          |   | 1   | FECAL KEYScreen PCR             | 83.50  | 63.50    | 20.00 **  |
| 05-23-25                          |   | 7   | Albon Suspension 5% (50mg/ml) / |        |          | 23.05     |
| Total charges, this invoice...    |   |     |                                 |        |          | 123.57    |
| **Total discount included: 144.03 |   |     |                                 |        |          |           |

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

| Reminders for: <b>Tiggger 13k25</b> (Weight: 3.0 lbs - 12w) |                                | Last done |
|---|--------------------------------|-----------|
| 05/26   | FECAL KEYScreen PCR            | 05-19-25  |
| 05/26   | CONSULT / EXAM - Annual Wellne | 05-09-25  |
| 11/25   | Fecal Keyscreen PCR Prepaid    |           |
| 09/25   | FECAL EXAM                     |           |
| 07/25   | Rabies/Purevax Feline 1yr      |           |
| 07/25   | Neuter your pet at 5-6 months  |           |
| 07/25   | Rhinotracheitis/Pan/leuk/Calic |           |

### Tiggger 13k25's weight history (in lbs)

|          |      |
|----------|------|
| 06-04-25 | 3.00 |
| 05-17-25 | 2.38 |

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# INVOICE

## Newburgh Veterinary Hospital

1716 Route 300  
Newburgh, NY 12550  
845 564-2660

"Your pet is part of our family too." Visit us at [www.newburghvet.com](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:29a  
**Date:** 06-12-25  
**Account:** 4417  
**Invoice:** 933009

| Date     | For   | Qty | Description                        | Price | Discount | Net Price |
|----------|---|-----|------------------------------------|-------|----------|-----------|
| 06-12-25 | Flare 11k25   | 1   | Feline Rhino/Panleuk/Calicivirus # | 52.00 | 35.00    | 17.00 **  |
|          | Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |
| 06-12-25 |   | 1   | Weight Monitoring                  |       |          | 0.00      |
| 06-12-25 | Loki 9k25   | 1   | Feline Rhino/Panleuk/Calicivirus # | 52.00 | 35.00    | 17.00 **  |
|          | Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |
| 06-12-25 | Nyx 10k25   | 1   | Feline Rhino/Panleuk/Calicivirus # | 52.00 | 35.00    | 17.00 **  |
|          | Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |
| 06-12-25 |   | 1   | Weight Monitoring                  |       |          | 0.00      |
| 06-11-25 | Pudder14k25   | 1   | Feline Rhino/Panleuk/Calicivirus # | 52.00 | 35.00    | 17.00 **  |
|          | Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |
| 06-04-25 | Tigger 13k25  | 1   | Feline Rhino/Panleuk/Calicivirus # | 52.00 | 35.00    | 17.00 **  |
|          | Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return  |     |                                    |       |          |           |

for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice.

|                                   |                                |       |       |          |
|-----------------------------------|--------------------------------|-------|-------|----------|
| 06-04-25                          | 1 Weight Monitoring            |       |       | 0.00     |
| 06-04-25                          | 0.30 STRONGID DEWORMING (round | 24.50 | 12.25 | 12.25 ** |
| Total charges, this invoice...    |                                |       |       | 97.25    |
| **Total discount included: 187.25 |                                |       |       |          |

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

| Reminders for: <b>Tiggger 13k25</b> (Weight: 3.0 lbs - 12w) |                                | Last done |
|---|--------------------------------|-----------|
| 05/26   | FECAL KEYSCREEN PCR            | 05-19-25  |
| 05/26   | CONSULT / EXAM - Annual Wellne | 05-09-25  |
| 11/25   | Fecal Keyscreen PCR Prepaid    |           |
| 09/25   | FECAL EXAM                     |           |
| 07/25   | Rabies/Purevax Feline 1yr      |           |
| 07/25   | Neuter your pet at 5-6 months  |           |
| 07/25   | Rhinotracheitis/Pan/leuk/Calic |           |

| Reminders for: <b>Nyx 10k25</b> (Weight: 4.8 lbs - 18w) |                                | Last done |
|---|--------------------------------|-----------|
| 08/25   | FECAL EXAM                     |           |
| 07/25   | Rhinotracheitis/Pan/leuk/Calic |           |
| 06/25   | Rabies/Purevax Feline 1yr      |           |
| 06/25   | Neuter your pet at 5-6 months  |           |

| Next appointment for <b>Nyx 10k25</b> |  | Qty |
|---------------------------------------|--|-----|
| 07-08-25                              | <b>At:</b> 9:30a <b>With:</b> Sx-Dent-U/S-CT |     |
|                                       | Treatments: NEUTER FELINE                    | 1   |

#### **Tiggger 13k25's weight history** (in lbs)

|          |      |
|----------|------|
| 06-04-25 | 3.00 |
| 05-17-25 | 2.38 |

#### **Nyx 10k25's weight history** (in lbs)

|          |      |
|----------|------|
| 06-12-25 | 4.76 |
|----------|------|

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.

**COPIES**

# 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](http://www.newburghvet.com)

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

**Printed:** 06-26-25 at 9:29a  
**Date:** 06-17-25  
**Account:** 4417  
**Invoice:** 933502

| Date     | For   | Qty | Description                        | Price | Discount | Net Price |
|----------|---|-----|------------------------------------|-------|----------|-----------|
| 06-13-25 | Brassy 12k25  | 1   | Feline Rhino/Panleuk/Calicivirus # | 52.00 | 35.00    | 17.00 **  |
|          | Your cat has received the second in a series of immunizations to protect her/him against Feline Distemper, Rhinotracheitis, and Calicivirus. It is important to return for a final booster in 3-4 weeks. Occasionally listlessness or localized discomfort might occur for the next few days. If you notice excessive listlessness or facial swelling, please call us for advice. |     |                                    |       |          |           |
| 06-13-25 |   | 1   | weight monitoring                  |       |          | 0.00      |

Total charges, this invoice...

17.00

\*\*Total discount included: 35.00

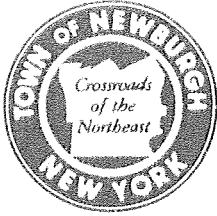
Your invoice total reflects our **13Stray Cat Accounts** discount.

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.

COPY



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

GIL PIAQUADIO  
Supervisor

845-564-4552  
Fax: 845-566-9486  
e-mail: [supervisor@townofnewburgh.org](mailto:supervisor@townofnewburgh.org)

To: Town Board

From: Supervisor Piaquadio

Date: July 7, 2025

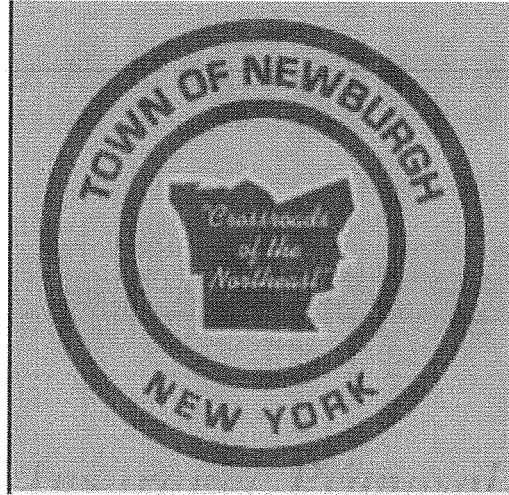
Re: Vacancies

---

This is a request to start the hiring process to fill a full-time Custodial Worker position and a part-time Custodial Worker. These people will fill the vacancies that the new recreation building will have.

Thank you in advance.

***Insurance Proposal***  
***Policy Dates 07/01/2025 to 07/01/2026***  
***Town of Newburgh***



**Presented by:**

**Hank Chapman**  
**Kathy Fraser**

**Haylor, Freyer & Coon, Inc.**  
**300 South State St, Suite 1000**  
**Syracuse, NY 13202**

**June 19, 2025**



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**HAYLOR, FREYER & COON SERVICE TEAM**

| Account Executive            | Email  | Telephone  | Facsimile           |
|------------------------------|--|--|---------------------|
| <b>Hank Chapman</b>          | <a href="mailto:hchapman@haylor.com">hchapman@haylor.com</a>   | <b>Office: 315-703-1398<br/>Cell: 315-439-1356</b> | <b>315-362-5759</b> |
| <b>Account Manager</b>       |  |  |                     |
| <b>Kathy Fraser</b>          | <a href="mailto:kfraser@haylor.com">kfraser@haylor.com</a>     | <b>Office: 315-453-2179</b>                        | <b>315-362-5759</b> |
| <b>Haylor Claim Services</b> |  |  |                     |
| <b>Chris Rozmarin</b>        | <a href="mailto:crozmarin@haylor.com">crozmarin@haylor.com</a> | <b>Office: 315-800-1768</b>                        | <b>315-362-5733</b> |
| <b>Meghan Curry - WC</b>     | <a href="mailto:mc Curry@haylor.com">mc Curry@haylor.com</a>   | <b>Office: 315-703-1386</b>                        |                     |
| <b>24 Hour Claim Service</b> |  | <b>1-888-201-5988</b>                              |                     |



## LOCATION SCHEDULE

| Loc # | Address                | City     | State | ZipCode |
|-------|------------------------|----------|-------|---------|
| 1     | 1496 Rt 300            | Newburgh | NY    | 12550   |
| 2     | 308 Gardentown Road    | Newburgh | NY    | 12250   |
| 3     | 90 Gardnertown Road    | Newburgh | NY    | 12550   |
| 4     | Gidney Ave             | Newburgh | NY    | 12550   |
| 5     | 311 Route 32           | Newburgh | NY    | 12550   |
| 6     | Chadwic Lake           | Newburgh | NY    | 12550   |
| 7     | 343 Route 32           | Newburgh | NY    | 12550   |
| 8     | Route 32               | Newburgh | NY    | 12550   |
| 9     | Lexington Drive        | Newburgh | NY    | 12550   |
| 10    | Owens Road             | Newburgh | NY    | 12550   |
| 11    | Aqueduct Tap Facility  | Newburgh | NY    | 12550   |
| 12    | Frozen Ridge Road      | Newburgh | NY    | 12550   |
| 13    | Meadow Hill            | Newburgh | NY    | 12550   |
| 14    | Nob Hill               | Newburgh | NY    | 12550   |
| 15    | Stewart                | Newburgh | NY    | 12550   |
| 16    | Holiday Park           | Newburgh | NY    | 12550   |
| 17    | Fletcher Drive         | Newburgh | NY    | 12550   |
| 18    | Amber Fields           | Newburgh | NY    | 12550   |
| 19    | Meadow Hill South      | Newburgh | NY    | 12550   |
| 20    | Wintergreen            | Newburgh | NY    | 12550   |
| 21    | Winona Ave             | Newburgh | NY    | 12550   |
| 22    | South Dix Avenue       | Newburgh | NY    | 12550   |
| 23    | Daniels and West       | Newburgh | NY    | 12550   |
| 24    | Mid Valley Mall        | Newburgh | NY    | 12550   |
| 25    | Ramblewood             | Newburgh | NY    | 12550   |
| 26    | Route 52               | Newburgh | NY    | 12550   |
| 27    | Fleetwood              | Newburgh | NY    | 12550   |
| 28    | Mountain View          | Newburgh | NY    | 12550   |
| 29    | 2 Renwick Street       | Newburgh | NY    | 12550   |
| 30    | 617 Route 32           | Newburgh | NY    | 12550   |
| 31    | 114-116 Mill Street    | Newburgh | NY    | 12550   |
| 32    | 218 Lattintown Rd      | Newburgh | NY    | 12550   |
| 33    | 21 Hudson Valley Plaza | Newburgh | NY    | 12550   |
| 34    | 6 Albany Post Rd       | Newburgh | NY    | 12550   |





**PROPERTY COVERAGE**

**Carrier:** Travelers Prop. Cas. Co. of Amer

**Coverages**

**Location #1: 1496 Rt 300 Newburgh, NY 12550**

| Bldg # | Occupancy | Subject of Insurance | Limit       |
|--------|-----------|----------------------|-------------|
| 1      | Office    | Building             | \$3,272,260 |
| 1      | Office    | Personal Property    | \$484,072   |

**Location #2: 308 Gardnertown Road Newburgh, NY 12250**

| Bldg # | Occupancy      | Subject of Insurance | Limit       |
|--------|----------------|----------------------|-------------|
| 1      | Office         | Building             | \$927,764   |
| 1      | Office         | Personal Property    | \$297,984   |
| 2      | Police Station | Building             | \$5,970,006 |
| 2      | Police Station | Personal Property    | \$721,000   |
| 3      | Generator      | Building             | \$34,804    |
| 3      | Generator      | Personal Property    | \$14,611    |

**Location #3: 90 Gardnertown Road Newburgh, NY 12550**

| Bldg # | Occupancy          | Subject of Insurance | Limit       |
|--------|--------------------|----------------------|-------------|
| 1      | Office Maintenance | Building             | \$524,493   |
| 1      | Office Maintenance | Personal Property    | \$87,661    |
| 2      | Highway Garage     | Building             | \$992,884   |
| 2      | Highway Garage     | Personal Property    | \$730,519   |
| 3      | Highway Garage     | Building             | \$3,076,801 |
| 3      | Highway Garage     | Personal Property    | \$1,908,113 |
| 4      | Salt Shed          | Building             | \$413,428   |
| 4      | Salt Shed          | Personal Property    | \$14,611    |
| 5      | Plow and Spreader  | Building             | \$87,679    |
| 5      | Plow and Spreader  | Personal Property    | \$109,579   |
| 6      | Plow and Spreader  | Building             | \$87,679    |
| 6      | Plow and Spreader  | Personal Property    | \$109,579   |



**Location #4: Gidney Ave Newburgh, NY 12550**

| Bldg # | Occupancy      | Subject of Insurance | Limit     |
|--------|----------------|----------------------|-----------|
| 1      | Animal Shelter | Building             | \$376,488 |
| 1      | Animal Shelter | Personal Property    | \$87,661  |
| 2      | Shed and Tools | Building             | \$25,237  |
| 2      | Shed and Tools | Personal Property    | \$7,305   |

**Location #5: 311 Route 32 Newburgh, NY 12550**

| Bldg # | Occupancy           | Subject of Insurance | Limit       |
|--------|---------------------|----------------------|-------------|
| 1      | Office              | Building             | \$5,138,982 |
| 1      | Office              | Personal Property    | \$876,621   |
| 2      | Tools and Equipment | Building             | \$346,948   |
| 2      | Tools and Equipment | Personal Property    | \$292,208   |

**Location #6: Chadwick Lake Newburgh, NY 12550**

| Bldg # | Occupancy     | Subject of Insurance | Limit     |
|--------|---------------|----------------------|-----------|
| 1      | Picnic Tables | Building             | \$148,356 |
| 1      | Picnic Tables | Personal Property    | \$14,611  |
| 2      | Bathroom      | Building             | \$178,024 |
| 2      | Bathroom      | Personal Property    | \$3,439   |
| 3      | Office        | Building             | \$901,724 |
| 3      | Office        | Personal Property    | \$85,600  |
| 4      | Rec Office    | Building             | \$651,858 |
| 4      | Rec Office    | Personal Property    | \$57,550  |
| 5      | Storage       | Building             | \$1,656   |
| 5      | Storage       | Personal Property    | \$4,176   |
| 6      | Storage       | Building             | \$1,656   |
| 6      | Storage       | Personal Property    | \$4,176   |
| 7      | Pump House    | Building             | \$22,544  |
| 7      | Pump House    | Personal Property    | \$20,873  |
| 8      | Pavilion      | Building             | \$14,909  |
| 8      | Pavilion      | Personal Property    | \$6,261   |



**Location #7: 343 Route 32 Newburgh, NY 12550**

| Bldg # | Occupancy             | Subject of Insurance | Limit       |
|--------|-----------------------|----------------------|-------------|
| 1      | Filter Plant          | Building             | \$1,499,606 |
| 1      | Filter Plant          | Personal Property    | \$2,293,611 |
| 2      | Shed Storage          | Building             | \$4,477     |
| 2      | Shed Storage          | Personal Property    | \$12,524    |
| 3      | Pump House            | Building             | \$2,241     |
| 3      | Pump House            | Personal Property    | \$4,176     |
| 4      | Pump House            | Building             | \$2,241     |
| 4      | Pump House            | Personal Property    | \$4,176     |
| 5      | Pump                  | Building             | \$3,224     |
| 5      | Pump                  | Personal Property    | \$10,436    |
| 6      | Green Sand Filtration | Building             | \$3,131,327 |

**Location #8: Route 32 Newburgh, NY 12550**

| Bldg # | Occupancy        | Subject of Insurance | Limit     |
|--------|------------------|----------------------|-----------|
| 1      | Water Tank 1 STN | Building             | \$745,557 |

**Location #9: Lexington Drive Newburgh, NY 12550**

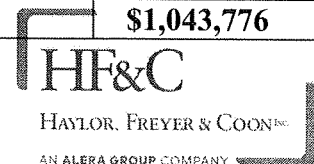
| Bldg # | Occupancy                  | Subject of Insurance | Limit     |
|--------|----------------------------|----------------------|-----------|
| 1      | Water Tank Pump Station #2 | Building             | \$754,554 |
| 2      | Pump House                 | Building             | \$9,665   |
| 2      | Pump House                 | Personal Property    | \$52,181  |

**Location #10: Owens Road Newburgh, NY 12550**

| Bldg # | Occupancy  | Subject of Insurance | Limit     |
|--------|------------|----------------------|-----------|
| 1      | Pump House | Building             | \$682,612 |
| 1      | Pump House | Personal Property    | \$20,873  |

**Location #11: Aqueduct Tap Facility Newburgh, NY 12550**

| Bldg # | Occupancy             | Subject of Insurance | Limit       |
|--------|-----------------------|----------------------|-------------|
| 1      | Aqueduct Tap Facility | Building             | \$138,637   |
| 1      | Aqueduct Tap Facility | Personal Property    | \$104,361   |
| 2      | Aqueduct Tap Facility | Building             | \$1,043,776 |



**Location #12: Frozen Ridge Road Newburgh, NY 12550**

| Bldg # | Occupancy  | Subject of Insurance | Limit       |
|--------|------------|----------------------|-------------|
| 1      | Tank       | Building             | \$1,043,776 |
| 2      | Pump House | Building             | \$9,671     |
| 2      | Pump House | Personal Property    | \$10,436    |

**Location #13: Meadow Hill Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit       |
|--------|--------------|----------------------|-------------|
| 1      | Tank         | Building             | \$447,334   |
| 2      | Tank         | Building             | \$1,043,776 |
| 3      | Pump Station | Building             | \$23,205    |
| 3      | Pump Station | Personal Property    | \$20,873    |

**Location #14: Nob Hill Newburgh, NY 12550**

| Bldg # | Occupancy             | Subject of Insurance | Limit     |
|--------|-----------------------|----------------------|-----------|
| 1      | Tank                  | Building             | \$238,577 |
| 2      | Pump Station          | Building             | \$74,556  |
| 3      | Sewer Treatment Plant | Building             | \$436,027 |

**Location #15: Stewart Newburgh, NY 12550**

| Bldg # | Occupancy                   | Subject of Insurance | Limit       |
|--------|-----------------------------|----------------------|-------------|
| 1      | Water Tank                  | Building             | \$8,720,429 |
| 2      | Water Tank Chorine Building | Building             | \$56,556    |
| 2      | Water Tank Chorine Building | Personal Property    | \$21,191    |

**Location #16: Holiday Park Newburgh, NY 12550**

| Bldg # | Occupancy          | Subject of Insurance | Limit     |
|--------|--------------------|----------------------|-----------|
| 1      | Panel Box and Pump | Building             | \$436,027 |



**Location #17: Fletcher Drive Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit     |
|--------|--------------|----------------------|-----------|
| 1      | Pump Station | Building             | \$436,027 |

**Location #18: Amber Fields Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit     |
|--------|--------------|----------------------|-----------|
| 1      | Pump Station | Building             | \$436,027 |
| 2      | Pumps        | Building             | \$436,027 |

**Location #19: Meadow Hill South Newburgh, NY 12550**

| Bldg # | Occupancy     | Subject of Insurance | Limit     |
|--------|---------------|----------------------|-----------|
| 1      | Sifon Chamber | Building             | \$436,027 |

**Location #20: Wintergreen Newburgh, NY 12550**

| Bldg # | Occupancy  | Subject of Insurance | Limit     |
|--------|------------|----------------------|-----------|
| 1      | Sewer Pump | Building             | \$436,027 |

**Location #21: Winona Ave Newburgh, NY 12550**

| Bldg # | Occupancy     | Subject of Insurance | Limit     |
|--------|---------------|----------------------|-----------|
| 1      | Sifon Chamber | Building             | \$218,014 |

**Location #22: South Dix Avenue Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit     |
|--------|--------------|----------------------|-----------|
| 1      | Pump Station | Building             | \$218,014 |

**Location #23: Daniels and West Newburgh, NY 12550**

| Bldg # | Occupancy     | Subject of Insurance | Limit     |
|--------|---------------|----------------------|-----------|
| 1      | Sifon Chamber | Building             | \$436,027 |





**Location #24: Mid Valley Mall Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit     |
|--------|--------------|----------------------|-----------|
| 1      | Pump Station | Building             | \$436,027 |

**Location #25: Ramblewood Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit     |
|--------|--------------|----------------------|-----------|
| 1      | Pump Station | Building             | \$436,027 |

**Location #26: Route 52 Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit     |
|--------|--------------|----------------------|-----------|
| 1      | Pump Station | Building             | \$164,909 |
| 1      | Pump Station | Personal Property    | \$13,094  |

**Location #27: Fleetwood Newburgh, NY 12550**

| Bldg # | Occupancy  | Subject of Insurance | Limit    |
|--------|------------|----------------------|----------|
| 1      | Well House | Building             | \$96,120 |
| 1      | Well House | Personal Property    | \$13,094 |

**Location #28: Mountain View Newburgh, NY 12550**

| Bldg # | Occupancy | Subject of Insurance | Limit       |
|--------|-----------|----------------------|-------------|
| 1      | Tank      | Building             | \$6,104,304 |

**Location #29: 2 Renwick Street Newburgh, NY 12550**

| Bldg # | Occupancy                     | Subject of Insurance | Limit        |
|--------|-------------------------------|----------------------|--------------|
| 1      | Sewer Plant Primary Clarifier | Building             | \$13,009,005 |

**Location #30: 617 Route 32 Newburgh, NY 12550**

| Bldg # | Occupancy                  | Subject of Insurance | Limit     |
|--------|----------------------------|----------------------|-----------|
| 1      | Vacant One Family Dwelling | Building             | \$372,776 |
| 2      | Shed                       | Building             | \$30,011  |



**Location #31: 114-116 Mill Street Newburgh, NY 12550**

| Bldg # | Occupancy | Subject of Insurance | Limit     |
|--------|-----------|----------------------|-----------|
| 1      | Storage   | Building             | \$231,628 |

**Location #32: 218 Lattintown Rd Newburgh, NY 12550**

| Bldg # | Occupancy             | Subject of Insurance | Limit        |
|--------|-----------------------|----------------------|--------------|
| 1      | Water Treatment Plant | Building             | \$21,289,375 |
| 1      | Water Treatment Plant | Personal Property    | \$2,191,553  |

**Location #33: 21 Hudson Valley Plaza Newburgh, NY 12550**

| Bldg # | Occupancy      | Subject of Insurance | Limit       |
|--------|----------------|----------------------|-------------|
| 1      | Animal Control | Building             | \$1,227,761 |
| 1      | Animal Control | Personal Property    | \$114,591   |

**Location #34: 6 Albany Post Rd Newburgh, NY 12550**

| Bldg # | Occupancy    | Subject of Insurance | Limit       |
|--------|--------------|----------------------|-------------|
| 1      | Main House   | Building             | \$1,155,554 |
| 1      | Main House   | Personal Property    | \$98,379    |
| 2      | Barn         | Building             | \$663,496   |
| 3      | Garage       | Building             | \$37,166    |
| 4      | Utility Shed | Building             | \$6,122     |
| 5      | Shed         | Building             | \$4,373     |

| Blanket Description                   | Total Blanket Limit | Valuation        | Deductible |
|---------------------------------------|---------------------|------------------|------------|
| Combined Building & Personal Property | \$102,680,634       | Replacement Cost | 5,000      |

**Please Note:** Unless Flood Coverage is specifically included in this Proposal, your policy does not provide Flood Coverage and you will not have coverage for property damage from Floods unless you purchase Flood insurance. Flood insurance is available by purchasing a separate policy through the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP). Some Flood coverage may also be available from your current Property insurance carrier. If you would like more information about obtaining Flood coverage, please advise us.


HAYLOR, FREYER & COON<sup>INC.</sup>

AN ALERA GROUP COMPANY

**PROPERTY ADDITIONAL COVERAGES & ENDORSEMENTS**

| Endorsements & Additional Coverages                           | Limit         | Deductible |
|---|---------------|------------|
| Equipment Breakdown   | \$102,680,634 | \$5,000    |
| Flood (all ded \$50K except Loc #7 - 343 Rt 32 - \$100 K ded) | \$2,500,000   | \$50,000   |
| Earthquake  | \$1,000,000   | \$50,000   |
| Accounts Receivable   | \$100,000     | \$5,000    |
| Backup of Sewers & Drains                                     | \$500,000     | \$5,000    |
| Outdoor Property  | \$50,000      | \$5,000    |
| Utility Services Interrupt                                    | \$500,000     | \$5,000    |
| Newly Acquired or Constructed Property                        | \$2,000,000   | \$5,000    |
| Pollutant Cleanup and Removal                                 | \$100,000     | \$5,000    |





## CAUSE OF LOSS

### Special Cause of Loss Form

Insures the property against all risk of direct physical loss except for exclusions. Some exclusion examples are as follows:

- + Voluntary parting with any property
- + Damage done to property being worked upon
- + Artificially generated electrical currents
- + Wear, tear, marring or scratching, insects, vermin
- + Dampness or dryness of atmosphere, changes in temperature
- + Rust or corrosion
- + Theft from an unattended or locked auto
- + Dishonesty of an employee or officer of the business
- + Damage done by rain, snow, sleet to property in the open
- + Earth movement
- + Flood – surface waters or water which backs up through sewers or drains. Water below the surface of the ground, including that which exerts pressure on, flows, seeps or leaks through sidewalks, foundations, walls, basement floors or through any opening.

(Explosion of steam boilers, steam pipes, etc, is excluded from the above Cause of Loss Forms)



**PROPERTY COVERAGE OPTIONS**

Coverage is included in this Proposal if indicated by an "X" to left of Coverage type:

**( X ) Replacement Cost Coverage**

This option provides coverage on the basis of full replacement cost without deduction for depreciation on any loss sustained subject to the terms of the co-insurance clause, if applicable. The option may apply to the building, contents and other property when specifically endorsed. To receive the benefits of this coverage, the policy requires you replace the damaged property within a specified period.

**( X ) Agreed Value Coverage**

This option removes the co-insurance clause and eliminates the potential of becoming a co-insurer in the event of a partial property loss. This endorsement applies only to the building and items specifically insured on the face of the policy.

**( ) Actual Cash Value Coverage**

This option provides coverage on the basis of full replacement cost minus depreciation on any loss sustained subject to the terms of the coinsurance clause, if applicable. This option will apply to the building, contents, and other property unless specifically endorsed otherwise.

**( X ) Blanket Insurance Coverage**

This option covers for one amount two or more separate subjects of insurance at one or more locations.

**( X ) Inflation Guard Coverage**

Inflation Guard Coverage provides for an automatic increase of the amount of insurance on an annual percentage basis. This option may apply to buildings and/or personal property.

**( X ) Fire Damage Legal Liability**

Covers damage by fire to premises leased to you, for which you are legally liable and which might not otherwise be covered. See the "care, custody or control" exclusion in the policy.



**TRAVELERS PROPERTY****Features and Benefits**

| <u>Description</u>   | <u>Limit</u> |
|--|--------------|
| Accounts Receivable: At all described premises   | 50,000       |
| Accounts Receivable: In transit or at all undescribed premises   |              |
| Appurtenant Buildings and Structures   | 100,000      |
| Claim Data Expense   | 25,000       |
| Covered Leasehold Interest – Undamaged Improvements & Betterments. Lesser of Your Business Personal Property Limit or: | 100,000      |
| Debris Removal (additional amount)   | 250,000      |
| Deferred Payments  | 25,000       |
| Duplicate Electronic Data Processing Data & Media  | 50,000       |
| Electronic Data Processing Data and Media at all described premises  | 50,000       |
| Employee Tools – In any one occurrence   | 25,000       |
| - Any one item   | 2,500        |
| Expediting Expenses  | 25,000       |
| Extra Expense  | 25,000       |
| Fine Arts – At all described premises  | 50,000       |
| - In transit   | 25,000       |
| Fire Department Service Charge   | Included     |
| Fire Protective Equipment Discharge  | Included     |
| Green Building Alternatives – Increased Cost   |              |
| - Percentage   | 1%           |
| - Maximum Amount Each Building   | 100,000      |
| Green Building Reengineering and Recertification Expense   | 25,000       |
| Limited Coverage for Fungus, Wet Rot or Dry Rot Annual Aggregate   |              |
| Loss of Master Key   | 25,000       |
| Newly Acquired or Constructed Property:  |              |
| - Buildings Each   | 2,000,000    |
| - Personal Property at each location   | 1,000,000    |
| Non-Owned Detached Trailers  | 25,000       |
| Ordinance or Law Coverage  |              |
| Outdoor Property   | 25,000       |
| - Any one tree, shrub or plant   | 2,500        |
| Outside Signs  |              |
| - At all described premises  | 100,000      |
| - At all undescribed premises  | 5,000        |
| Personal Effects   | 25,000       |
| Personal Property At Premises Outside of the Coverage Territory  | 50,000       |



**TRAVELERS PROPERTY FEATURES CONTINUED:**

|  |          |
|--|----------|
| Personal Property In Transit Outside of the Coverage Territory   | 25,000   |
| Excluded Modes of Transportation or Shipments (If "Yes"):        |          |
| Air Carrier  |          |
| Railroad   |          |
| Watercraft   |          |
| Insured's Vehicles   |          |
| Common or Contract Carrier                                       |          |
| Pollution Clean-Up and Removal – Annual Aggregate                | 100,000  |
| Preservation of Property   | 250,000  |
| - Direct loss or damage to moved property                        | Included |
| Reward Coverage – 25% of covered loss up to a maximum of         | 25,000   |
| Non-Owned Detached Trailers                                      | 25,000   |
| Stored Water   | 25,000   |
| Theft Damage to Rented Property                                  | Included |
| Undamaged Parts of Stock in Process                              | 50,000   |
| Valuable Papers and Records – Cost of Research:                  |          |
| - At all described premises                                      | 50,000   |
| - In transit or at undescribed premises                          | 25,000   |
| Water or Other Substance Loss – Tear Out and Replacement Expense | Included |
| Spoilage Coverage Extension DX T3 15                             | 10,000   |
| Sewer or Drain Backup Limitation DX T4 45                        | 50,000   |
| Public Entity Property Extension DX T 4 47                       |          |
| - Confiscated Property   | 100,000  |
| - Street Lights – each item                                      | 2,500    |
| - Street Lights – per occurrence                                 | 50,000   |
| - Street Signs – each item                                       | 2,500    |
| - Street Signs – per occurrence                                  | 50,000   |
| - Traffic Signs and Lights – each item                           | 2,500    |
| - Traffic Signs and Lights – per occurrence                      | 50,000   |
| - Stadium Lights – each item                                     | 2,500    |
| - Stadium Lights – per occurrence                                | 50,000   |



**EQUIPMENT FLOATER INSURANCE****Carrier: AGCS Marine Insurance Company****Scheduled Equipment**

| Description                    | Limits      |
|--------------------------------|-------------|
| Total Value of Scheduled Items | \$2,442,558 |
| Auto Physical Damage Limit     | \$6,719,451 |
| Leased/Rented Equipment        | \$175,000   |

**Miscellaneous Tools & Equipment**

| Description         | Limits    |
|---------------------|-----------|
| Maximum Item Limit  | \$5,000   |
| Amount of Insurance | \$542,225 |
| Co Insurance %      | 80%       |

**Deductible**

| Description                 | Limits |
|-----------------------------|--------|
| Flat Dollar Amount per Item | \$500  |



**SCHEDULED EQUIPMENT**

| Year | Description                          | Serial #          | Value       |
|------|--------------------------------------|-------------------|-------------|
| 2014 | Excavator                            | 6GK00560          | \$84,558    |
| 1985 | Grader                               | 74012711421992    | \$107,946   |
| 1991 | Roller                               | DW55E             | \$20,962    |
| 2000 | Front End                            | SN1288            | \$81,153    |
| 1998 | Backhoe / Loader                     | JJG0242753        | \$53,150    |
| 1998 | Chipper                              | 510823            | \$17,625    |
|      | Plow Wings                           |                   | \$34,300    |
|      | Hydraulic Truck Conveyer and Plate   |                   | \$5,060     |
|      | Lawn tractor                         | 1435              | \$9,500     |
| 1995 | Luks Generator                       | 160179            | \$16,918    |
|      | 2 Leaf Receiver Box                  |                   | \$7,167     |
|      | Rotary Mower Head                    | BA5001601         | \$6,999     |
| 1989 | Large Deck Mower                     |                   | \$5,000     |
|      | Utility Pipe Cutter                  |                   | \$5,250     |
| 2006 | Mule                                 | JK1AFCJ196B507286 | \$8,699     |
|      | Robot and Remote con Recon Scout     | C226              | \$9,000     |
| 2012 | Backhoe                              | JJGN59SNHCC568582 | \$99,000    |
|      | License plate reader                 |                   | \$25,000    |
|      | Cameras 5 at \$5,000 each            |                   | \$25,000    |
| 2015 | Backhoe                              |                   | \$137,500   |
| 2008 |                                      | N8M480133         | \$32,500    |
| 2018 | John Deere Gator Mod HPX615E         | 1M0615EATJM011854 | \$9,852     |
| 2018 | Kawasaki Mule                        | JK1AFCR19JB532685 | \$10,906    |
|      | John Deere Field Groomer Mod 1200A   | M01200A929223     | \$3,500     |
|      | G-Star Field Groomer 9430            | G381              | \$3,500     |
|      | Emergency Radio Communications Equip |                   | \$274,013   |
| 2020 | John Deere Gator Tractor Mower       | 1M0615EAALM030786 | \$5,500     |
| 1999 |                                      | JKAVFKD19XB500623 | \$4,732     |
|      | T96 Rental Storage Trailer           |                   | \$1,100,000 |
| 2023 | Generac MD150 Portable Generator     | 207990            | \$122,000   |
| 2024 | Cues Robotic Sewer Camera            | 10/RP3400-12-CUES | \$39,000    |
| 2024 | Hydraulic Water Pipe Cutter          | P05118801         | \$3,500     |
| 2023 | Landscape Trailer (Congelosi)        | 5JW1U1422P1391919 | \$6,000     |
| 2025 | Skag Riding Mower                    | Z6500072          | \$5,000     |
| 2024 | Watts Backflow Tester                | 060192            | \$2,300     |
| 2023 | Walk Behind Leaf Blower              | 1220013351        | \$2,000     |
| 2017 | (1) Microclip XT Gas Meters (new)    | KA422-1082355     | \$1,000     |
| 2010 | (1) Microclip XT Gas Meters (old)    | KA413-1014442     | \$1,000     |
| 2016 | Sewer Equip of America Jet Trailer   | 7314              | \$60,000    |
| 2012 | Gator Push Camera                    |                   | \$10,000    |
| 2000 | Air-Man Tow Compressor               | B4-6C10068        | \$8,000     |

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**AUTO PHYSICAL DAMAGE COVERED UNDER INLAND MARINE**

| Year | Make          | Model               | Vehicle Identification # | Value       |
|------|---------------|---------------------|--------------------------|-------------|
| 2025 | ITI           | Cargo 6x10          | 5JWY11014SY123443        | \$5,676     |
| 2018 | Freightliner  | Utility             | 3ALACXFC0JDJK2618        | \$183,812   |
| 1975 | International | Trailer             | I280001U008370           | \$3,200     |
| 2008 | OMC           | MRAP                | ABG210223FF590394        | \$500,000   |
| 2020 | Mack          | Dump                | 1M2GR2AC9LM001293        | \$130,174   |
| 1989 | Tandem        | Dump                | 1M2P137CXEA011193        | \$70,962    |
| 2020 | Mack          | Dump                | 1M2GR2AC0LM001294        | \$130,174   |
| 1990 | Ingersol      | Trailer             | 187920U90317             | \$8,000     |
| 1992 | Mack          | Dump                | 2M2P264C2NC010203        | \$50,000    |
| 1992 | Eager Beaver  | Trailer             | 112GCX396NL040262        | \$20,682    |
| 1994 | Caterpillar   | Excavator           | 6GK00560                 | \$84,558    |
| 2022 | Great Dane    | CS1                 | 1GR1A0623ND409564        | \$1,100,000 |
| 1978 | Freuhauf      | Semi trailer        | CHZ273865                | \$1,500     |
| 1997 | Mack          | Dump                | 1M2P267C7VM031320        | \$96,616    |
| 1999 | Cargo         | Trailer             | 4X4TSE626XN006082        | \$3,150     |
| 2000 | Deawood       | Mega 250            | SN1288                   | \$81,153    |
| 2000 | dandy         | Dump Trailer        | 1D9DG21B4YP233310        | \$3,751     |
| 1995 | Luks          | Generator           | 1L9111619SA160179        | \$16,918    |
| 2002 | International | Truck               | 1HTGEAER22H507535        | \$95,995    |
| 2002 | Caterpillar   | Loader              | CAT0938GJ9HS00983        | \$88,060    |
| 2003 | International | Truck               | 1HTGEAER03H559084        | \$103,177   |
| 2004 | Carry On      | Trailer             | 4YMCL12184G002928        | \$2,749     |
| 2004 | Mack          | Tandem Plow Truck   | 1M2AG10C44M010203        | \$130,512   |
| 2006 | Mack          | Plow truck          | 1M2AG08C46M001468        | \$133,995   |
| 2007 | Ford          | E450                | 1FDXE45SX7DA82626        | \$50,435    |
| 2007 | Mack          | Truck/Plow / Sander | 1M2AG08C77M001725        | \$145,398   |
| 2007 | Freightliner  | Sweeper             | 1FVACXCS17HY58742        | \$196,800   |
| 2009 | Mack          | Truck               | 1M2AX02C49M001130        | \$161,124   |
| 1999 | Johnson       | Vacuum Sweeper      | 49H67FAA4XHA49165        | \$119,800   |
| 2009 | Mack          | Truck               | 1M2AX02C39M001152        | \$158,558   |
| 2011 | Drum Style    | Chipper             | 4FMUS1510BR001027        | \$41,600    |
| 2012 | International | Dump                | 1HTGPSHR5CJ552328        | \$164,475   |
| 2012 | Case          | Backhoe             | JJGN59SNHCC568582        | \$99,000    |
| 2013 | International | Dump                | 1HTGPSHR3DJ156741        | \$181,306   |
| 2015 | International | 7600 w/ Sander      | 1HTGPSNR5FH071785        | \$187,197   |
| 2016 | Mack          | Dump                | 1M2AX34C6GM010245        | \$103,401   |
| 2016 | Mac           | Dump                | 1M2AX34C6GM010350        | \$103,401   |



|      |              |                  |                   |           |
|------|--------------|------------------|-------------------|-----------|
| 2017 | John Deere   | Mod 5085E        | 1LV5085EPHH401979 | \$52,163  |
| 2018 | Mack         | GU713            | 1M2AX04C5JM038544 | \$229,967 |
| 2011 | Carry on     | Trailer          | 4YMUL0812BV042338 | \$2,000   |
| 1998 | Case         | Backhoe          | JJG0242753        | \$53,150  |
| 2016 | Freightliner | Truck            | 1FVHG3CY2GHGW1033 | \$337,837 |
| 2016 | Custom       | Heavy Haul       | 1L9PU2427GG423857 | \$22,915  |
| 1998 | Salsco       | Mobile Equipment | 98111200100510800 | \$17,624  |
| 2017 | Sewer        | Trailer          | 1S9SZ2124HD381314 | \$57,416  |
| 2004 | Komatsu      | Excavator        | K40061            | \$36,000  |
| 2015 | Stepp        | Trailer          | 4S9PH15Y3ES127158 | \$16,500  |
| 2021 | Mack         | Dump             | 1M2GR4GC9MM022844 | \$144,562 |
| 2019 | Mack         | Dump             | 1M2GR2AC4KM001118 | \$250,000 |
| 2024 | Mack         | GR42F            | 1M2GR4ACXRM002280 | \$158,845 |
| 2024 | Volvo        | Wheel Loader     | VCE0L70HL0S626232 | \$217,999 |
| 2025 | Mack         | GR64F            | 1M2GR4ACXSM002625 | \$180,104 |
| 2025 | Mack         | GR64F            | 1M2GR4GCXSM048172 | \$190,736 |





**GENERAL LIABILITY**

**Carrier:** Travelers Indemnity Company

| Coverage   | Applicable Limits |
|--|-------------------|
| General Aggregate                                | \$ 3,000,000      |
| Products & Completed Operations Aggregate        | \$ 3,000,000      |
| Personal & Advertising Injury                    | \$ 1,000,000      |
| Each Occurrence                                  | \$ 1,000,000      |
| Damage to Rented Premises                        | \$ 1,000,000      |
| Employee Benefits Liability (\$1,000 deductible) | \$ 1,000,000      |

| Endorsements & Additional Coverages             | Limit       |
|---|-------------|
| Abuse Or Molestation Liability – Per Occurrence | \$1,000,000 |
| Abuse Or Molestation Liability – Aggregate      | \$2,000,000 |

**GENERAL LIABILITY – OCP FOR NYS DOT**

**Carrier:** Travelers Prop. Cas. Co. of Amer

| Coverage          | Applicable Limits |
|-------------------|-------------------|
| General Aggregate | \$ 1,000,000      |
| Each Occurrence   | \$ 1,000,000      |

Please be aware Additional Limits of Liability may be available upon request.



**PUBLIC OFFICIALS LIABILITY**

**Carrier:** Travelers Prop. Cas. Co. of Amer

| Coverage Description                               | Limit       | Deductible |
|--|-------------|------------|
| Public Officials - Each Wrongful Act               | \$1,000,000 | \$10,000   |
| Public Officials - Aggregate Limit                 | \$2,000,000 |            |
| Employment Practices Liability - Each Wrongful Act | \$1,000,000 | \$25,000   |
| Employment Practices Liability - Aggregate Limit   | \$2,000,000 |            |
| Crisis Management                                  | \$25,000    |            |
| Non Monetary Coverage - Defense                    | \$50,000    |            |
| Retroactive date: 07/01/2000                       |             |            |

**LAW ENFORCEMENT LIABILITY**

**Carrier:** Travelers Prop. Cas. Co. of Amer

| Coverage Description | Limit       | Deductible |
|----------------------|-------------|------------|
| Each Wrongful Act    | \$1,000,000 | \$25,000   |
| Aggregate Limit      | \$2,000,000 |            |

Please be aware Additional Limits of Liability may be available upon request.



**BUSINESS AUTOMOBILE COVERAGE**

**Carrier:** Travelers Indemnity Company

| <b>Liability Coverage</b>                            |                                |
|--|--------------------------------|
| <b>Liability</b>                                     | <b>Applicable Limits</b>       |
| <b>Personal Injury Protection</b>                    | \$ 1,000,000                   |
| <b>Additional Personal Injury Protection</b>         | \$ 50,000                      |
| <b>Medical Payments</b>                              | \$ 150,000                     |
| <b>Supplementary Uninsured/Underinsured Motorist</b> | \$ 10,000                      |
| <b>Auto Liability Deductible</b>                     | \$ 1,000,000                   |
| <b>Physical Damage Coverage</b>                      | \$ 25,000                      |
| <b>Comprehensive</b>                                 | <b>Actual Cash Value less:</b> |
| - All Vehicles                                       |                                |
|  | \$500                          |
| <b>Collision</b>                                     | <b>Actual Cash Value less:</b> |
| - All Vehicles                                       |                                |
|  | \$500                          |

| <b>Endorsements &amp; Additional Coverages</b> |                    |
|--|--------------------|
| <b>NY Mutual Aid</b>                           | <b>\$1,000,000</b> |

Please be aware Additional Limits of Liability may be available upon request.



**BUSINESS AUTOMOBILE COVERAGE**

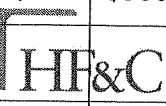
**Carrier:** Travelers Indemnity Company

| Covered Auto Symbols | Definitions  |
|----------------------|--|
| <b>1</b>             | <b>Covered Automobiles</b> – Covers liability arising from the ownership, maintenance or use of owned automobiles.   |
| <b>5</b>             | <b>Personal Injury Protection</b> – The insurance company will pay first party benefits to reimburse basic economic loss sustained by an eligible injured person.                    |
| <b>2</b>             | <b>Uninsured Motorists</b> – Protects insureds where there is no contributory negligence, against bodily injury caused by negligent uninsured and hit-and-run motorists.             |
| <b>8</b>             | <b>Hired Automobiles</b> – Covers liability arising from the use of hired automobiles in your business.  |
| <b>9</b>             | <b>Non-Owned Automobiles</b> – Covers liability arising from the use of non-owned automobiles in your business. For example, an employee using his own car to run an errand for you. |
| <b>10</b>            | <b>Comprehensive</b> – Pays for loss of or damage to automobiles from perils other than collision or upset.  |
| <b>10</b>            | <b>Collision</b> – Pays for loss of or damage to automobiles from collision with another object or upset.  |
| <b>8</b>             | <b>Hired Automobile Physical Damage</b> – Pays for loss of or damage to automobiles hired by you for use in your business.   |
| <b>2</b>             | <b>Auto Medical Payments</b> – Reimburses driver and passengers for medical expenses incurred within one year.   |
| Symbol               | Description of Covered Auto Designation Symbols  |
| <b>1</b>             | <b>Any Auto</b>  |
| <b>2</b>             | <b>Owned Autos Only</b>  |
| <b>3</b>             | <b>Owned Private Passenger Autos Only</b>  |
| <b>4</b>             | <b>Owned Autos other than Private Passenger Autos only</b>   |
| <b>5</b>             | <b>Owned Autos Subject to No-Fault</b>   |
| <b>6</b>             | <b>Owned Autos subject to a compulsory Uninsured Motorist Law</b>  |
| <b>7</b>             | <b>Specifically Described Autos</b>  |
| <b>8</b>             | <b>Hired Autos Only</b>  |
| <b>9</b>             | <b>Non-Owned Autos Only</b>  |



## VEHICLE SCHEDULE

| Year | Make          | Model                 | Vehicle Identification # | Comp Ded | Coll Ded | Value       |
|------|---------------|-----------------------|--------------------------|----------|----------|-------------|
| 1971 | Chev          | C50 Chassis & Cab     | CE531P1210700            | \$500    | \$500    | \$63,789    |
| 2025 | Ford          | Explorer              | 1FM5K8AB7SGB75317        | \$500    | \$500    |             |
| 2017 | Sewer         | Trailer               | 1S9SZ2124HD381314        |          |          | \$3,200     |
| 1975 | International | Trailer               | I280001U008370           |          |          | \$50,188    |
| 2017 | Starc         | Exp Subn              | 1GB3GRBFXH1269793        | \$500    | \$500    | \$29,597    |
| 2019 | Ford          | Police Interceptor    | 1FAHP2MK7KG113322        | \$500    | \$500    | \$70,962    |
| 1984 | Tandem        | Dump Truck            | 1M2P137CXEA011193        |          |          | \$71,652    |
| 2025 | Ford          | Explorer              | 1FTFW1P84SKD91543        | \$500    | \$500    | \$183,812   |
| 2018 | Ford          | F350                  | 1FDEE3FS0JDC08225        | \$500    | \$500    | \$8,000     |
| 2018 | Freightliner  | Utility               | 3ALACXFC0JDK2618         |          |          | \$50,000    |
| 1990 | Ingersol Rand | Trailer               | 187920U90317             |          |          | \$27,209    |
| 1992 | Mack          | Dump Truck            | 2M2P264C2NC010203        |          |          | \$1,100,000 |
| 2017 | Ford          | Explorer              | 1FM5K8AR5HGD06783        | \$500    | \$500    | \$20,682    |
| 2025 | ITI           | Cargo 6x10            | 5JWY11014SY123443        |          |          | \$84,558    |
| 2022 | Great Dane    | CS1                   | 1GR1A0623ND409564        |          |          | \$58,593    |
| 1992 | Eager Beaver  | Trailer               | 112GCX396NL040262        |          |          |             |
| 1994 | Caterpillar   | 312 Excavator         | 6GK00560                 |          |          |             |
| 2024 | Ford          | Explorer              | 1FM5K8ABXRG47017         | \$500    | \$500    | \$500,000   |
| 1998 | Tow Master    | Trailer               | 4KNFT1920WL161331        |          |          | \$58,593    |
| 1997 | International | Trailer               | 1JKDLA218VA200181        |          |          | \$47,081    |
| 2008 | OMC           | MRAP                  | ABG210223FF590394        |          |          | \$1,500     |
| 2024 | Ford          | Explorer              | 1FM5K8AB0RGA47768        | \$500    | \$500    | \$47,081    |
| 2019 | Ford          | Police Interceptor    | 1FM5K8AR1KGB44707        | \$500    | \$500    | \$96,616    |
| 1978 | Freuhauf      | Semi-Trailer          | CHZ273865                |          |          | \$47,081    |
| 2019 | Ford          | Police Interceptor    | 1FM5K8AR1KGB43671        | \$500    | \$500    | \$47,081    |
| 1997 | Mack          | Dump Truck            | 1M2P267C7VM031320        |          |          | \$130,174   |
| 2019 | Ford          | Police Interceptor    | 1FM5K8ARXKGB43670        | \$500    | \$500    | \$130,174   |
| 2019 | Ford          | Police Interceptor    | 1FM5K8AR3KGB43672        | \$500    | \$500    | \$3,150     |
| 2020 | Mack          | Dump                  | 1M2GR2AC9LM001293        |          |          | \$61,358    |
| 2020 | Mack          | Dump                  | 1M2GR2AC0LM001294        |          |          | \$34,535    |
| 1999 | Cargo         | Trailer               | 4X4TSE626XN006082        |          |          | \$53,134    |
| 2024 | Ford          | Explorer              | 1FM5K8AB1RGA48492        | \$500    | \$500    | \$99,766    |
| 1999 | Chev          | Utility Truck w/Hoist | 1GBJK34R8XF030979        | \$500    | \$500    | \$38,000    |
| 2024 | Ford          | Explorer              | 1FM5K8AB8RGA46934        | \$500    | \$500    | \$81,153    |
| 2024 | Ford          | F350                  | 1FT8W3BM7REC51939        | \$500    | \$500    | \$3,751     |
| 2024 | Ford          | Ranger Super Crew XL  | 1FTER4PH2RLE19803        | \$500    | \$500    | \$10,000    |
| 2000 | Daewoo        | Mega 250 III Front E  | SN1288                   |          |          | \$16,918    |
| 2000 | Dandy         | Dump Trailer          | 1D9DG21B4YP233310        |          |          | \$88,060    |


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|      |               |                         |                   |       |       |           |
|------|---------------|-------------------------|-------------------|-------|-------|-----------|
| 2025 | Ford          | Explorer                | 1FM5K8AB3SGB73967 | \$500 | \$500 | \$103,177 |
| 2025 | Ford          | Explorer                | 1FM5K8AB8SGB73883 | \$500 | \$500 | \$2,749   |
| 1980 | Dodge         | Peacekeeper             | 50238             | \$500 | \$500 | \$130,512 |
| 2025 | Ford          | Explorer                | 1FM5K8AB7SGB70666 | \$500 | \$500 | \$133,995 |
| 1995 | Luks          | Generator               | 1L9111619SA160179 |       |       | \$16,142  |
| 2002 | Caterpillar   | Loader                  | CAT0938GJ9HS00983 |       |       | \$50,435  |
| 2003 | International | Single Axle mod<br>2574 | 1HTGEAER03H559084 |       |       | \$145,398 |
| 2004 | Carry-on      | Cargo Trailer           | 4YMCL12184G002928 |       |       | \$17,491  |
| 2004 | Mack          | Tandem Plow Truck       | 1M2AG10C44M010203 |       |       | \$18,939  |
| 2006 | Mack          | CV712 Plow Truck        | 1M2AG08C46M001468 |       |       | \$15,871  |
| 2006 | Ford          | F250 Cargo Van          | 1FTNE24W86DA30138 | \$500 | \$500 | \$196,800 |
| 2007 | Ford          | E450                    | 1FDXE45SX7DA82626 |       |       | \$161,124 |
| 2007 | Mack          | Truck<br>w/Plow/Sander  | 1M2AG08C77M001725 |       |       | \$21,157  |
| 2007 | Chev          | Express                 | 1GAGG25V971249453 | \$500 | \$500 | \$119,800 |
| 2008 | Ford          | F250                    | 1FTNF21558EC83195 | \$500 | \$500 | \$158,558 |
| 2008 | Ford          | Ranger                  | 1FTYR15E58PA86010 | \$500 | \$500 | \$33,741  |
| 2007 | Freightliner  | Sweeper                 | 1FVACXCS17HY58742 |       |       | \$41,600  |
| 2009 | Mack          | Truck                   | 1M2AX02C49M001130 |       |       | \$164,475 |
| 2008 | Dodge         | Durango                 | 1D8HB38N38F145168 | \$500 | \$500 | \$30,287  |
| 1999 | Johnson       | Vacuum Sweeper          | 49H67FAA4XHA49165 |       |       | \$30,287  |
| 2009 | Mack          | Truck                   | 1M2AX02C39M001152 |       |       | \$30,287  |
| 2011 | Chev          | Tahoe                   | 1GNSK2E05BR290328 | \$500 | \$500 | \$37,767  |
| 2011 | Drum Style    | Chipper                 | 4FMUS1510BR001027 |       |       | \$99,000  |
| 2012 | International | Dump                    | 1HTGPSHR5CJ552328 |       |       | \$181,306 |
| 2013 | Ford          | Interceptor             | 1FAHP2M89DG184965 | \$500 | \$500 | \$24,656  |
| 2013 | Ford          | Interceptor             | 1FAHP2M83DG184962 | \$500 | \$500 | \$24,128  |
| 2013 | Ford          | Interceptor             | 1FAHP2M87DG184964 | \$500 | \$500 | \$23,274  |
| 2012 | Ford          | F250                    | 1FT7X2BT9CEC96365 | \$500 | \$500 | \$23,274  |
| 2012 | Case          | 490SN Backhoe           | JJGN59SNHCC568582 |       |       | \$187,197 |
| 2013 | International | Dump                    | 1HTGPSHR3DJ156741 |       |       | \$59,540  |
| 2013 | Ford          | F150                    | 1FTFX1EF7DKE72277 | \$500 | \$500 | \$59,540  |
| 2013 | Ford          | F250                    | 1FT7X2B69DEB09959 | \$500 | \$500 | \$42,914  |
| 2014 | Ford          | Taurus                  | 1FAHP2MK0EG149003 | \$500 | \$500 | \$31,344  |
| 2014 | Ford          | Taurus                  | 1FAHP2MK2EG149004 | \$500 | \$500 | \$29,580  |
| 2015 | International | 7600 w/sander           | 1HTGPSNR5FH071785 |       |       | \$23,631  |
| 2015 | Ford          | F450                    | 1FD0W4HT7FEB36668 | \$500 | \$500 | \$38,330  |
| 2015 | Ford          | F450                    | 1FD0W4HT9FEB36669 | \$500 | \$500 | \$33,066  |
| 2014 | Ford          | Interceptor             | 1FAHP2MK4EG185955 | \$500 | \$500 | \$33,066  |
| 2015 | Ford          | F350                    | 1FTRF3B69FEC37932 | \$500 | \$500 | \$30,279  |



|      |              |                      |                   |       |       |           |
|------|--------------|----------------------|-------------------|-------|-------|-----------|
| 2014 | Ford         | Explorer             | 1FM5K8AR4EGC60472 | \$500 | \$500 | \$103,401 |
| 2014 | Chev         | Impala               | 2G1WD5E32E1179144 | \$500 | \$500 | \$103,401 |
| 2016 | Ford         | Interceptor          | 1FM5K8AR5GGA28448 | \$500 | \$500 | \$23,136  |
| 2016 | Ford         | Interceptor          | 1FM5K8AR3GGA28447 | \$500 | \$500 | \$38,806  |
| 2016 | Ford         | Interceptor          | 1FM5K8AR7GGA28449 | \$500 | \$500 | \$38,806  |
| 2015 | Ford         | Taurus               | 1FAHP2MK8FG184714 | \$500 | \$500 | \$38,806  |
| 2016 | Mack         | Dump                 | 1M2AX34C6GM010245 |       |       | \$41,657  |
| 2016 | MAC          | Dump                 | 1M2AX34C3GM010350 |       |       | \$48,370  |
| 2016 | Chev         | Impala               | 2G1WB5E35G1160564 | \$500 | \$500 | \$29,195  |
| 2016 | Ford         | Explorer             | 1FM5K8AR5GGD05888 | \$500 | \$500 | \$52,080  |
| 2016 | Ford         | Explorer             | 1FM5K8AR1GGD05886 | \$500 | \$500 | \$52,163  |
| 2016 | Ford         | Explorer             | 1FM5K8ARXGGD05885 | \$500 | \$500 | \$52,163  |
| 2016 | Ford         | F350 w/Wachs System  | 1FTRF3B60GED28914 | \$500 | \$500 | \$229,967 |
| 2016 | Ford         | F350 XL w/fresh wate | 1FDRF3H60GED28916 | \$500 | \$500 | \$39,027  |
| 2017 | Ford         | Interceptor          | 1FAHP2MK8HG130106 | \$500 | \$500 | \$2,000   |
| 2017 | Ford         | F350                 | 1FD8X3BT4HED45162 | \$500 | \$500 | \$37,238  |
| 2016 | John Deere   | Mod 5085E            | 1LV5085EKGG400854 |       |       | \$53,150  |
| 2017 | John Deere   | Mod 5085E            | 1LV5085EPHH401979 |       |       | \$107,946 |
| 2018 | Mack         | GU713                | 1M2AX04C5JM038544 |       |       | \$337,837 |
| 2017 | Ford         | F350                 | 1FT8X3B61HEE34413 | \$500 | \$500 | \$22,915  |
| 2011 | Carry on     | Trailer              | 4YMUL0812BV042338 |       |       | \$7,906   |
| 2016 | Ford         | F350                 | 1FDRF3H61GEC17193 | \$500 | \$500 | \$45,725  |
| 1998 | Case         | Backhoe              | JJG0242753        |       |       | \$27,209  |
| 1985 | Champ        | Mobile Equipment     | 74012711421992    |       |       | \$27,209  |
| 2016 | Freightliner | Truck                | 1FVHG3CY2GHGW1033 |       |       | \$39,027  |
| 2016 | Custom       | Heavy Haul           | 1L9PU2427GG423857 |       |       | \$39,027  |
| 1998 | Salsco       | Mobile Equipment     | 98111200100510800 |       |       | \$22,099  |
| 2017 | Ford         | F350                 | 1FT8X3BT6HED70634 | \$500 | \$500 | \$34,630  |
| 2017 | Ford         | Explorer             | 1FM5K8AR3HGD06782 | \$500 | \$500 | \$34,630  |
| 2017 | Ford         | Explorer             | 1FM5K8ARXHGD06780 | \$500 | \$500 | \$34,630  |
| 2017 | Ford         | F350 4x4             | 1FT8X3B68HEF26408 | \$500 | \$500 | \$34,630  |
| 2017 | Ford         | F350 4x4             | 1FT8X3B6XHEF26409 | \$500 | \$500 | \$34,630  |
| 2018 | Ford         | Transit Connect XL   | NM0LE7E75J1359754 | \$500 | \$500 |           |
| 2018 | Ford         | Explorer             | 1FM5K8AR2JGC18246 | \$500 | \$500 | \$56,084  |
| 2018 | Ford         | Explorer             | 1FM5K8AR4JGC18247 | \$500 | \$500 | \$42,590  |
| 2018 | Ford         | Explorer             | 1FM5K8AR6JGC18248 | \$500 | \$500 | \$42,590  |
| 2018 | Ford         | Explorer             | 1FM5K8AR8JGC18249 | \$500 | \$500 | \$250,000 |
| 2018 | Ford         | Explorer             | 1FM5K8AR4JGC18250 | \$500 | \$500 |           |



|      |             |                      |                    |       |       |           |
|------|-------------|----------------------|--------------------|-------|-------|-----------|
| 2008 | New Holland | Loader               | N8M480133          |       |       | \$48,067  |
| 2019 | Ford        | Crew Cab             | 1FD0W4HY8KEC43203  | \$500 | \$500 | \$68,681  |
| 2019 | Ford        | F350                 | 1FTRF3B61KED18708  | \$500 | \$500 | \$52,872  |
| 2019 | Ford        | F350                 | 1FTRF3B63KED18709  | \$500 | \$500 | \$52,872  |
| 2019 | Mack        | Dump                 | 1M2GR2AC4KM001118  |       |       | \$52,872  |
| 2004 | Komatsu     | Excavator            | K40061             |       |       | \$16,500  |
| 2020 | Ford        | Explorer             | 1FM5K8AB2LGA19204  | \$500 | \$500 | \$144,562 |
| 2020 | Ford        | F450                 | 1FD0W4HNLXLEE08448 | \$500 | \$500 | \$47,622  |
| 2020 | Ford        | Explorer             | 1FM5K8AB1LGC99598  | \$500 | \$500 | \$47,622  |
| 2020 | Ford        | Explorer             | 1FM5K8AB8LGC99601  | \$500 | \$500 | \$47,622  |
| 2020 | Ford        | Explorer             | 1FM5K8AB6LGC99600  | \$500 | \$500 | \$47,622  |
| 2015 | Stepp       | Trailer              | 4S9PH15Y3ES127158  |       |       | \$47,096  |
| 2021 | Mack        | Dump                 | 1M2GR4GC9MM022844  | \$500 | \$500 | \$47,096  |
| 2021 | Ford        | Explorer Police Util | 1FM5K8ABXMGA64165  | \$500 | \$500 | \$27,819  |
| 2021 | Ford        | Explorer Police Util | 1FM5K8AB1MGA64166  | \$500 | \$500 | \$53,332  |
| 2021 | Ford        | Explorer             | 1FM5K8AB3MGB99620  | \$500 | \$500 | \$41,697  |
| 2021 | Ford        | Explorer             | 1FM5K8AB1MGB99874  | \$500 | \$500 | \$30,867  |
| 2022 | Ford        | Explorer             | 1FM5K8AB9NGB60466  | \$500 | \$500 | \$50,000  |
| 2022 | Ford        | Explorer             | 1FM5K8AB3NGB58082  | \$500 | \$500 | \$58,454  |
| 2022 | Ford        | Escape               | 1FMCU9G65NUB53940  | \$500 | \$500 | \$96,820  |
| 2022 | Ford        | F250                 | 1FTBF2B62NEF90135  | \$500 | \$500 | \$33,010  |
| 2022 | Dodge       | Charger 4DR Sedan    | 2C3CDXKG7NH167192  | \$500 | \$500 | \$32,691  |
| 2022 | Ford        | Ranger               | 1FTER1FH4NLD52955  | \$500 | \$500 | \$158,844 |
| 2022 | Ford        | F150                 | 1FTFW1P89NKE89858  | \$500 | \$500 | \$158,844 |
| 2023 | Ford        | F350                 | 1FTRF3BA8PEC94483  | \$500 | \$500 | \$87,203  |
| 2023 | Ford        | F450                 | 1FD0W4HN5PED17593  | \$500 | \$500 | \$73,710  |
| 2023 | Ford        | Escape               | 1FMCU9GN9PUB06405  | \$500 | \$500 | \$73,710  |
| 2023 | Ford        | Transit Connect      | NM0LS7S20P1557331  | \$500 | \$500 | \$158,845 |
| 2024 | Mack        | GR64F                | 1M2GR4ACXRM002280  |       |       | \$55,379  |
| 2024 | Mack        | GR64F                | 1M2GR4AC1RM002281  |       |       | \$49,653  |
| 2024 | Ford        | F350                 | 1FT8W3BM4REC51350  | \$500 | \$500 | \$62,363  |
| 2024 | Ford        | F350                 | 1FT8X3BN9REC52323  | \$500 | \$500 | \$53,998  |
| 2024 | Ford        | F350                 | 1FT8X3BN7REC53017  | \$500 | \$500 | \$55,379  |
| 2024 | Mack        | GR42F                | 1M2GR4ACXRM002280  |       |       | \$63,340  |
| 2025 | Ford        | Explorer             | 1FM5K8AB9SGA06254  | \$500 | \$500 | \$65,152  |
| 2025 | Ford        | Explorer             | 1FM5K8AB9SGA57947  | \$500 | \$500 |           |
| 2025 | Ford        | Explorer             | 1FM5K8AB6SGA58084  | \$500 | \$500 | \$52,872  |
| 2025 | Ford        | Explorer             | 1FM5K8AB2SGA57952  | \$500 | \$500 | \$125,000 |
| 2025 | Ford        | Explorer             | 1FM5K8AB9SGA06254  | \$500 | \$500 | \$125,000 |





|      |       |                    |                   |       |       |           |
|------|-------|--------------------|-------------------|-------|-------|-----------|
| 2025 | Ford  | Police Interceptor | 1FM5K8AB5SGA57878 | \$500 | \$500 | \$180,279 |
| 2025 | Ford  | Police Interceptor | 1FM5K8AB7SGA58188 | \$500 | \$500 | \$190,911 |
| 2024 | Volvo | Wheel Loader       | VCE0L70HL0S626232 |       |       | \$66,252  |
| 2020 | Ford  | Explorer           | 1FM5K8AB3LGC99599 | \$500 | \$500 | \$66,693  |
| 2025 | Ford  | E-450              | 1FDEE3FN2SDD14851 | \$500 | \$500 | \$66,693  |
| 2025 | Ford  | E-450              | 1FDEE3FNXSDD13768 | \$500 | \$500 | \$63,693  |
| 2025 | Mack  | GR64F              | 1M2GR4ACXSM002625 |       |       | \$61,000  |
| 2025 | Mack  | GR64F              | 1M2GR4GCXSM048172 |       |       | \$5,676   |



**UMBRELLA LIABILITY**

**Carrier:** Travelers Indemnity Company

| Coverage                           |              | Applicable Limits |
|------------------------------------|--------------|-------------------|
| Each Occurrence                    |              | \$ 5,000,000      |
| Annual Aggregate                   |              | \$ 5,000,000      |
| Retained Limit                     |              | \$ 10,000         |
| Underlying Coverage                | Limits       | Insurance Company |
| <b>Automobile Liability</b>        |              |                   |
| - Combined Single Limit            | \$ 1,000,000 | Travelers         |
| <b>General Liability</b>           |              |                   |
| - Each Occurrence Limit            | \$ 1,000,000 | Travelers         |
| - Aggregate Limit                  | \$ 3,000,000 |                   |
| - Products/Completed Ops           | \$ 3,000,000 |                   |
| <b>Public Officials Liability</b>  |              |                   |
| - Each Occurrence Limit            | \$ 1,000,000 | Travelers         |
| - Aggregate Limit                  | \$ 3,000,000 |                   |
| <b>Law Enforcement Liability</b>   |              |                   |
| - Each Occurrence Limit            | \$ 1,000,000 | Travelers         |
| - Aggregate Limit                  | \$ 3,000,000 |                   |
| <b>Employee Benefits Liability</b> |              |                   |
| - Each Occurrence Limit            | \$ 1,000,000 | Travelers         |
| - Aggregate Limit                  | \$ 3,000,000 |                   |

**UMBRELLA LIABILITY**

**Carrier:** Merchants National Insurance Company

| Coverage                  |              | Applicable Limits |
|---------------------------|--------------|-------------------|
| Each Occurrence           |              | \$ 5,000,000      |
| Annual Aggregate          |              | \$ 5,000,000      |
| Underlying Coverage       | Limits       | Insurance Company |
| <b>Umbrella Liability</b> |              |                   |
| - Each Occurrence Limit   | \$ 5,000,000 | Travelers         |
| - Aggregate Limit         | \$ 5,000,000 |                   |



**PREMIUM SUMMARY**

| Coverage           | 2024 Expiring-<br>Travelers & Allianz | 2025 Proposed-<br>Travelers & Allianz | 2025 Proposed-<br>Trident & Chubb |
|--------------------|---------------------------------------|---------------------------------------|-----------------------------------|
| Property           | \$55,828.00                           | \$84,469.00                           | \$87,550.44                       |
| Inland Marine      | \$31,657.00                           | \$43,017.00                           | \$29,115.00                       |
| General Liability  | \$79,993.00                           | \$108,595.00                          | \$71,807.00                       |
| Public Officials   | \$56,220.00                           | \$63,897.00                           | \$79,372.00                       |
| Law Enforcement    | \$91,014.00                           | \$113,044.00                          | \$59,455.00                       |
| OCP                | \$750.00                              | \$750.00                              | \$250.00                          |
| Automobile         | \$186,373.00                          | \$200,648.00                          | \$136,540.00                      |
| Umbrella Liability | \$63,866.00                           | \$72,490.00                           | \$92,227.00                       |
| Excess Liability   | \$91,968.75                           | \$99,326.25                           | Trident covers                    |
| <b>Total</b>       | <b>\$657,669.75</b>                   | <b>\$786,236.25</b>                   | <b>\$556,316.44</b>               |

**Please Note:**

As your insurance representative and at your direction, it is our role to procure insurance proposals on your behalf, to place coverage per your instructions and provide policy service during the policy term.

Insurance companies pay us a sales commission on policies we place with them. The amount we are paid may vary among the insurers we represent. We may receive additional compensation through a contract provision with an insurance company that is contingent on our overall profitability and/or premium volume with the carrier.

At your request, we will provide information on the actual compensation we expect to receive from the sale of insurance policy(s) to you, or what we would have expected to be paid had you selected any alternate quotations that we might have presented to you.



**MARKETING SUMMARY**

- Allianz quoted Inland Marine as shown
- Chubb quoted Inland Marine & Property as shown
- Glatfelter declined due to losses
- HCC declined due to overall size
- NYMIR- unable to reach alternate agent in time
- Travelers quoted all as shown
- Trident quoted all:
  - Property \$125k+
  - Casualty quoted as shown

**COVERAGE COMPARISON**

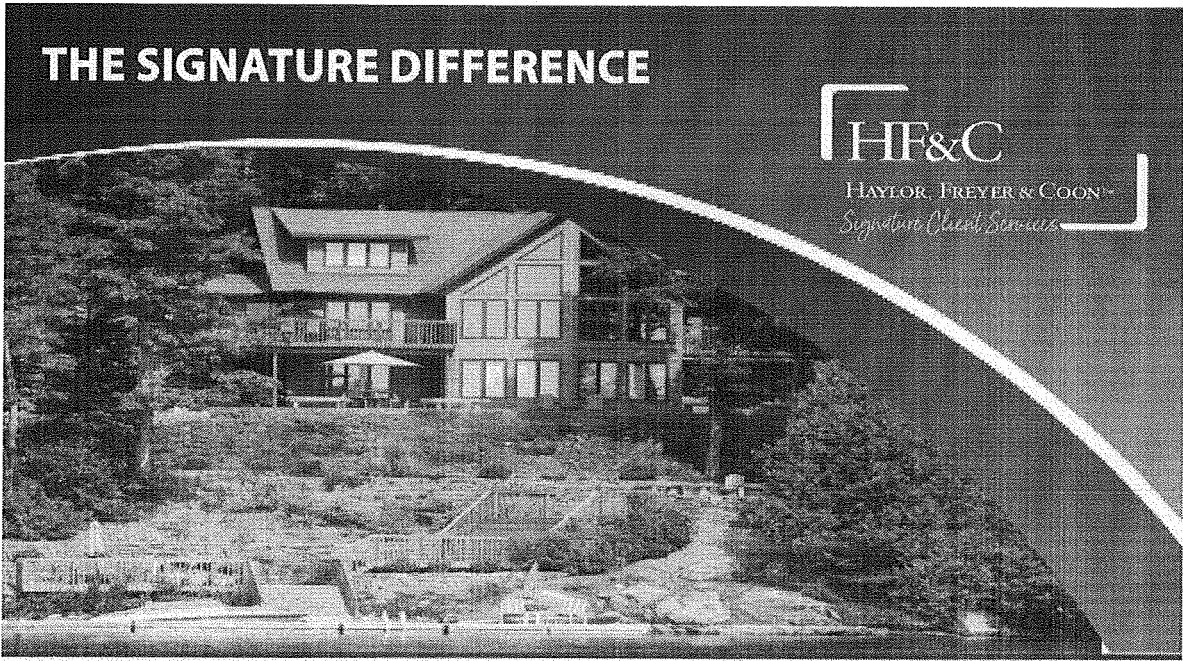
| Coverage                                | Travelers / Allianz | Trident / Chubb              |
|---|---------------------|------------------------------|
| <b>PROPERTY (Travelers vs Chubb)</b>    |                     |                              |
| Total Statement of Values               | \$102,680,634       | \$100,000,000                |
| Business Income/Extra Expense           | \$250,000           | \$250,000                    |
| Property Deductible                     | \$5,000             | \$10,000                     |
| Earthquake                              | \$1,000,000         | \$1,000,000                  |
| Earthquake Deductible                   | \$50,000            | \$50,000                     |
| Flood                                   | \$2,500,000         | \$2,500,000 /<br>\$1,000,000 |
| Flood Deductible                        | \$50k / \$100k      | \$50k / \$100k               |
| <b>INLAND MARINE (Allianz vs Chubb)</b> |                     |                              |
| Equipment Limit                         | \$2,442,558         | \$2,442,558                  |
| Auto Physical Damage Limit              | \$6,719,451         | \$6,719,451                  |
| Misc. Equipment                         | \$542,225           | \$250,000                    |
| Leased/Rented Equipment                 | \$175,000           | \$250,000                    |
| Inland Marine Deductible                | \$500               | \$2,500                      |
| Coinsurance                             | 80%                 | N/A                          |
| Equipment Valuation                     | RC 5 years or newer | RC 5 years or newer          |
| Auto Physical Damage Valuation          | ACV                 | RC 5 years or newer          |



| <b>GENERAL LIABILITY (Travelers vs Trident)</b>      |                       |                                    |
|--|-----------------------|------------------------------------|
| General Aggregate                                    | \$3,000,000           | \$3,000,000                        |
| Personal & Advertising Injury                        | \$1,000,000           | \$1,000,000                        |
| Per Occurrence                                       | \$1,000,000           | \$1,000,000                        |
| Rented to You Limit                                  | \$1,000,000           | \$1,000,000                        |
| Employee Benefits Liability                          | \$1M / \$3M           | \$1M / \$3M                        |
| Abuse & Molestation                                  | \$1M / \$2M           | \$1M / \$2M                        |
| OCP  | \$1M / \$1M           | \$1M / \$1M                        |
| <b>PROFESSIONAL LIABILITY (Travelers vs Trident)</b> |                       |                                    |
| Public Officials                                     | \$1M / \$2M           | \$1M / \$2M                        |
| Public Officials Deductible                          | \$10k                 | \$10k                              |
| Employment Practices                                 | \$1M / \$2M           | \$1M / \$2M                        |
| Employment Practices Deductible                      | \$25k                 | \$25k                              |
| Public Officials Retro Date                          | 7/1/2000              | 7/1/2005                           |
| Law Enforcement                                      | \$1M / \$2M           | \$1M / \$2M                        |
| Law Enforcement Deductible                           | \$25,000              | \$25,000                           |
| <b>AUTOMOBILE (Travelers vs Trident)</b>             |                       |                                    |
| Combined Single Limit                                | \$1,000,000           | \$1,000,000                        |
| Liability Deductible                                 | \$25,000              | \$0                                |
| Underinsured/Uninsured Motorist                      | \$1,000,000           | \$1,000,000                        |
| Personal Injury Protection                           | \$50,000              | \$50,000                           |
| Additional PIP                                       | \$150,000             | \$100,000                          |
| NY Mutual Aid  | \$1,000,000           | \$1,000,000                        |
| OBEL   | \$25,000              | \$25,000                           |
| Hired & Non-Owned Auto Liability                     | Included              | Included                           |
| Comp Deductible                                      | \$500                 | \$500                              |
| Collision Deductible                                 | \$500                 | \$500                              |
| <b>UMBRELLA LIABILITY (Travelers vs Trident)</b>     |                       |                                    |
| Per Occurrence/Aggregate Limit                       | \$5M / \$5M           | \$9M / \$9M                        |
| Self Insured Retention                               | \$10,000              | \$0                                |
| Coverage Provided                                    | Umbrella<br>(Blanket) | Excess<br>(Silo'd<br>individually) |



## THE SIGNATURE DIFFERENCE



### Protect Your Assets

As a signature client our focus is to ensure you are offered the highest level of protection on your personal portfolio. Our strategy is to provide a comprehensive review of your assets to ensure all coverage details are properly assessed and covered.

### Single Point Of Contact

A dedicated highly skilled Signature Personal Risk Management Advisor to handle all your insurance needs available to you beyond the hours of a normal business day.

### Customized Care

A trusted partner who will take the time to understand your risk with special consideration for your unique needs and proactively manages your account with cyclical reviews as your lifestyle continues to change.

### Loss Advocacy

From day one, our partnership provides proactive support for a claim that starts with establishing the proper coverage. Should a loss occur, we take a detailed approach backed by our superior in-house advocacy and a commitment to bring about a swift & complete resolution to your claim.

### Top Carrier Partners

As an independent agency we believe in choices. Our longevity, success and scale allows us to bring you options with the best in class products from our carrier partners that are preferred for the affluent client.



*Insuring All You Value*

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## EMPLOYEE BENEFITS

**WHEN IT COMES TO BENEFIT PROGRAMS THAT PROTECT YOUR EMPLOYEES AND THEIR FAMILIES, WE ARE WITH YOU ALL THE WAY.**

If you own or operate a business, you have plenty of things to worry about. Getting the best insurance coverage for your employees shouldn't be one of them. That's where the team at Haylor, Freyer & Coon can help. We'll make recommendations to help you enhance your plan offerings while remaining competitive and reducing overall plan cost.

**OUR RANGE OF VALUE ADDED SERVICES INCLUDES DELIVERING YOU CUSTOM SOLUTIONS FOR ALL OF YOUR HEALTH CARE MANAGEMENT NEEDS INCLUDING:**

- Benefit plan analysis & design
- Contribution strategies
- Health & wellness education & communication
- Claims advocacy & analysis
- Private market place
- Consumer-driven programs

Haylor, Freyer & Coon is one of the top 100 independently owned insurance agencies in the United States:

- 200 plus employee owners (ESOP)
- Local, National & International capabilities through Assurex Global
- ISO 9001 Certified
- Awarded one of the best places to work in NY State

Haylor, Freyer & Coon remains locally owned and community focused. When you work with us, you'll benefit from:

- Local sales and service team
- Customized web-based client portal
- Health care reform education & compliance
- In-depth renewal & marketing services
- Online market place

This combination of resources and focus has helped us stand out from other insurance agencies, but what truly sets us apart is something pretty simple: *common sense*.

It means that we take a thorough, strategic proactive approach, examining every detail of your programs. This closer look enables us to contain cost and provide the best possible service for you and your employees.

**It's our way of Insuring All You Value.**



To learn more about Haylor, Freyer & Coon benefit programs, or any of our other coverage lines including commercial or personal insurance, contact us at 800-289-1501 or visit [haylor.com](http://haylor.com) today.



HAYLOR, FREYER & COON<sup>INC.</sup>

AN ALERA GROUP COMPANY

Haylor Freyer & Coon, Inc  
PO Box 4743 \* Syracuse, NY 13221

-----INVOICE-----

Town of Newburgh  
1496 Rt 300  
Newburgh, NY 12550

Invoice Date 07/03/25  
Invoice No. 879840  
Bill-To Code NEWBURGHTO  
Client Code NEWBURGHTO  
Inv Order No. 1\*858564

**Named Insured:** Town of Newburgh

**Amount Remitted:**\$

Please return this portion with your payment.

**Make checks payable to:** Haylor Freyer & Coon, Inc

| Effective Date | Policy Period              | Coverage Description   | Transaction Amount |
|----------------|----------------------------|--|--------------------|
| 07/31/25       | 07/31/25<br>to<br>07/31/26 | Ace American Insurance Company<br>Policy No. D94806719<br>*Renewal - Cyber Liability<br><br>2025 Cyber Renewal<br><br>Invoice Number: 879840 | 10,919.00          |
|                |                            | Amount Due:  | 10,919.00          |

**\*Premiums Due and Payable on Effective Date**





NEWBURGH TOWN COURT  
311 ROUTE 32  
NEWBURGH, NEW YORK 12550

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

HON. JUDE T. MARTINI  
TOWN JUSTICE

#14 Lisa  
SAZIYE MUSTAFA  
COURT CLERK TO TOWN JUSTICE

June 27, 2025

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

RE: Fill Vacancy for Clerk to Town Justice  
Clerk to Town Justice

Dear Supervisor Piaquadio:

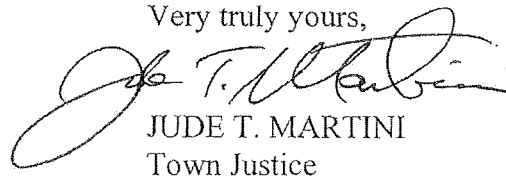
On June 27, 2025, my Court Clerk Christopher Slingerland submitted his resignation, effective June 27, 2025, which will leave that position vacant.

I am requesting that the Town Board grant me permission to begin the process of canvassing to fill the vacant civil service position.

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

Thank you.

Very truly yours,

  
JUDE T. MARTINI  
Town Justice

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

#15A



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

Date: 7/8/2025

Is the budget adjustment under \$7500?

Yes: \_\_\_\_\_ No: x

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

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

Reason why the budget transfer is needed: \_\_\_\_\_

Shortfall in CLFP telemetering account

|       |                      |                                      |         |                       |
|-------|----------------------|--------------------------------------|---------|-----------------------|
| From: | Account Number:      | <u>4002.5479</u>                     | Amount: | \$ <u>(18,000.00)</u> |
|       | Account Description: | <u>Telemetering/Water Filtration</u> |         |                       |

|                       |                              |
|-----------------------|------------------------------|
| <b>FROM Sub Total</b> | <b>\$ <u>(18,000.00)</u></b> |
|-----------------------|------------------------------|

|     |                      |                                      |                     |
|-----|----------------------|--------------------------------------|---------------------|
| To: | Account Description: | <u>4001.5479</u>                     | \$ <u>18,000.00</u> |
|     | Account Description: | <u>Telemetering/Water Filtration</u> |                     |

|                     |                            |
|---------------------|----------------------------|
| <b>TO Sub Total</b> | <b>\$ <u>18,000.00</u></b> |
|---------------------|----------------------------|

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

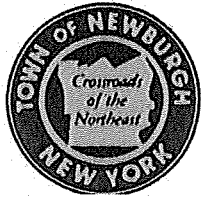
|       |            |
|-------|------------|
| Total | <u>0.0</u> |
|-------|------------|

=====

*[Signature]*

Department Head Signature

\_\_\_\_\_  
 Gil Piaquadio, Town Supervisor



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

TO: Gilbert Piaquadio, Town Supervisor and Town Board

FROM: Patrick J. Hines, Representative, Engineers for the Town

DATE: 9 July 2025

RE: Town of Newburgh Meadow Hill I & I Infiltration and Inflow (I&I) Mitigation Project  
NYSDEC Consent Order #R3-20170425-81  
NYSEFC Clean Water Project No. C3-5321-11-00

---

The Meadow Hill I & I Mitigation Project has received approval from the NYSDEC on 30 January 2025. The plans and technical specifications have been re-submitted to the NYSEFC for final review, and the final plans and specifications have been prepared for public bid. Contract Documents have been submitted to Mark Taylor's Office for review.

MHE Engineering, D.P.C. is requesting that the Town Board authorize public bidding of the project commencing on 17 July 2025 with bids to be received 28 August 2025 at 11:00 am.

The project generally involves open-cut replacement of 1,500 linear feet of 8-inch sanitary sewer main and 14 sanitary sewer manholes. Additionally included is the trenchless rehabilitation (cured-in-place lining) of approximately 19,500 linear feet of sewer pipe and 12 sanitary sewer manholes. One sanitary sewer manhole is encroaching on private property, and easement descriptions have been sent to Mark Taylor to prepare a temporary construction easement for work performed in this vicinity. All other proposed work is within the Town's right-of-way. The advertisement for bids requires Town Board action. I am available to discuss any comments or issues regarding the public advertisement for the project. A copy of the Advertisement for Bid is attached.

Cc: Mark Taylor, Town Attorney  
Steve Grogan, Water & Sewer Manager  
Ronald Clum, Town Accountant  
Mark Hall, Highway Superintendent

**ADVERTISEMENT FOR BIDS**  
**TOWN OF NEWBURGH**  
**ORANGE COUNTY, NEW YORK**  
**MEADOW HILL I&I MITIGATION**  
**CLEAN WATER (CW) PROJECT NO. C3-5321-11-00**

**General Notice**

**Town of Newburgh** (Owner) is requesting Bids for the construction of the following Project:

**MEADOW HILL I&I MITIGATION:**  
**CONTRACT 1-GC – GENERAL CONSTRUCTION**  
**CONTRACT 2-GC – TRENCHLESS CONSTRUCTION**

Bids for the construction of the Project will be received at the **Town of Newburgh Town Hall** located at **1496 Route 300, Newburgh, NY 12550** until **August 28, 2025 at 10:00 AM** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

**CONTRACT 1-GC:** Open-Cut replacement of +/- 1,500 LF of 8-inch sanitary sewer main, installation of 14 sanitary sewer manholes.

**CONTRACT 2-GC:** Trenchless rehabilitation of +/- 18,500 LF of 8-Inch sewer pipe, +/- 1,000 LF of 10-inch sewer pipe with cured-in-place lining and 80 vertical feet of cured-in-place sewer manhole lining.

**Obtaining the Bidding Documents**

The Issuing Office for the Bidding Documents is:

**MHE Engineering, D.P.C.**  
**33 Airport Center Drive, Suite 202, New Windsor, NY 12553**

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of **8:30 am and 5:00 pm** and may obtain copies of the Bidding Documents from the Issuing Office as described above and becoming available on **17 July 2025**.

Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office. Only those persons whose name and address are on record of having obtained the Contract Documents will be permitted to bid and issued the Addendums, if any.

Digital copies of the contract documents may be obtained online as a download by a secured electronic link for a non-refundable fee of fifty dollars (\$50.00) upon payment with a check made payable to MHE Engineering, D.P.C. by contacting the Issuing Office at (845) 567-3100 or by email at [mheny@mhepc.com](mailto:mheny@mhepc.com).

Hard copies of the contract documents may be obtained from MHE Engineering, D.P.C. by special request for an additional fee.

Each bid shall be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five (5) percent of the amount of the Bid payable to the **Town of Newburgh** as a guarantee that if the Bid is accepted, the Bidder will, within fifteen (15) days after the award of the Contract, execute the Contract and file acceptable Performance and Labor and Material Payment Bonds and Certificate(s) of Insurance.

#### **Pre-Bid Conference**

A pre-bid conference will not be held for this Project.

OWNERS RIGHTS RESERVED: **Town of Newburgh** hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any informality or technicality in any Bid in the interest of the Owner.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

The Owner shall be exempt from payment of sales and compensating use taxes of the State of New York and cities and counties on all materials supplied to the Owner pursuant to this contract.

**Town of Newburgh**, an equal opportunity employer and affirmative action employer, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, gender, color or national origin in consideration of an award.

#### **This Advertisement is issued by:**

Owner: **Town of Newburgh**  
By: **Lisa M. Vance-Ayers**  
Title: **Town Clerk**  
Date: **17 July 2025**

#15C

**TOWN OF NEWBURGH  
TOWN ENGINEER**

**MEMORANDUM**

**TO:** G. Piaquadio, Supervisor & Town Board  
**FROM:** P. Hines, MHE Rep *PH*  
**DATE:** 8 July 2025  
**RE:** **Aria Filter (Pall) Contract Termination  
Chadwick Lake Filter Plant Project  
NYCDEP Aqueduct Shutdown Reschedule**

---

The NYSDEP recently advised the Town that the shutdown of the Delaware Aqueduct has been pushed back until Oct 2027 at the earliest.

The Town has a contract with Aria Filter to supply a trailer mounted filter for use at the Chadwick Lake Filter Plant during the shutdown.

The contract had a monthly reservation fee to have the filter unit available when needed. Based on the DEP postponing the project it is recommended that the contract be terminated at this time. The contract has a termination clause upon canceling the contract. The cancellation fee is \$40,565.00.

The Town will need to renegotiate the trailer lease once the NYSDEP reschedules the Delaware Aqueduct shutdown.

This action requires Town Board approval, if you have any questions I am available to discuss them with you.

**Cc:** R. Clum, Town Accountant  
M. Taylor, Town Attorney

## Patrick Hines

---

**From:** Richardson, Bill <BRichardson@dep.nyc.gov>  
**Sent:** Thursday, June 12, 2025 2:54 PM  
**To:** Patrick Hines; Clarke, Judith  
**Cc:** Gil Piaquadio; mtaylor@riderweiner.com; Mashhad, Amir  
**Subject:** RE: Town of Newburgh Chadwick lake aria filter

DEP agrees with cancellation of the trailer contract until a firm date as well.

We should meet to discuss contract amendments and FY2026 budget plans (DEP FY2026 starts July 1). This cancellation fee was not originally in our scope so may need a contract amendment.

How did the River Road boring go?

---

**Bill Richardson | 845-334-7102 | [brichardson@dep.nyc.gov](mailto:brichardson@dep.nyc.gov)**

**From:** Patrick Hines <PHines@mhepc.com>  
**Sent:** Thursday, June 12, 2025 1:51 PM  
**To:** Richardson, Bill <BRichardson@dep.nyc.gov>; Clarke, Judith <ClarkeJ@dep.nyc.gov>  
**Cc:** Gil Piaquadio <supervisor@townofnewburgh.org>; mtaylor@riderweiner.com; Mashhad, Amir <Amir.Mashhad@hdrinc.com>  
**Subject:** [EXTERNAL] Town of Newburgh Chadwick lake aria filter

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspected phishing emails with the Phish Alert Button or forward them to [phish@oti.nyc.gov](mailto:phish@oti.nyc.gov) as an attachment.

The Town of Newburgh has been contacted by the trailer mounted Filter rep. regarding the status of the NYCDEP shutdown . The Town is currently paying a reservation fee of \$3,650 per month to have the trailer available later this year . With the shutdown now pushed out until 2027 at the earliest the town is in a position to cancel the contract . The contract contains a cancellation fee of \$40,565.00. The trailer will be subject to procurement in the future once NYCDEP has a firm date for the rescheduled project . We will be making a recommendation to cancel the current contract at the next Town Board meeting .



33 Airport Center Drive, Suite 202  
New Windsor, NY 12553

**Patrick J. Hines**  
Principal

Office: (845) 567-3100  
Fax: (845) 567-3232  
[phines@mhepc.com](mailto:phines@mhepc.com) | [www.mhepc.com](http://www.mhepc.com)



#12A

TOWN OF NEWBURGH  
TOWN ENGINEER

## MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, MHE Rep

DATE: 10 March 2025

RE: Chadwick Lake Filter Plant Resiliency Project  
Aria Filtra (Formerly Pall)  
Amended Change Order #5C & #6

APPROVED  
DATE OF TOWN ACTION: March 10, 2025

VOTE OF TOWN BOARD 4-0-0-1

LISA M. VANCE AYERS, TOWN CLERK

The 13 January 2025 Town Board meeting the Town Board authorized Change Order No. 5. Subsequent to that meeting the undersigned and Project Engineer Amir Mashhad, PE of HDR Engineers requested additional information from Aria Filtra. This office requested that the change order be modified in order to close out the current contract. Air Filtra has identified a 50% reduction in the rental fee for February and March. This equates to \$49,180. Please be advised all items in Change Order No. 5C have been paid to Aria Filtra including the reduced fee for months 8 and 9 fees and the decommissioning fee. Change Order 5C is attached.

Pursuant to our request, Aria Filtra has provided Change Order No. 6, which will be for all activities moving forward since the NYCDEP shut down and removal of the trailer. Change Order 6 is a continuation of the previous contract dated 13 January 2021. Change Order 6 is for the return of the filter currently scheduled in September 2025. This may change based on NYCDEP scheduling. A copy of Change Order 6 is included, which generally include the following:

- Aa monthly reservation fee of 3,650. for each month invoiced between February 2025 and September 1, 2025. This will guarantee that the filter is available for deployment in September 2025.
- A commissioning fee of \$46,000. for delivery of the trailer to the site.
- A revised monthly rental fee of \$49,181.
- Decommissioning at the completion of the rental. (June 30, 2026) \$36,800.
- A cancellation of the rental prior to deployment (project cancellation fee \$40,565).

Change Order 6 provides a new fee for the trailer being available for the 9-month period September 1<sup>st</sup> through June 30<sup>th</sup> will be \$550,997.00.

Enclosure





Trojan Technologies Corporation  
839 NY State Route. 13  
Corland, N.Y. USA 13045  
Phone 866-475-0115

### REQUEST FOR CHANGE ORDER APPROVAL

|                                |   |  |  |                                   |        |
|--------------------------------|---|--|--|-----------------------------------|--------|
| Project Name: Town of Newburgh |   | Project WBS: 60.000067<br>LN-531100008   |  | SO#: 150000012                    | CO#: 6 |
| Date*: 2/12/2025               | Total Price: <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change<br>Taxable: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes:<br><input type="checkbox"/> Freight Included in CO value; or <input type="checkbox"/> will be applied to Invoices |  |  | Value: \$516,722 USD<br>\$550,979 |        |
| Initiated By: Arla Filtra      | Initiator: Mike Carpenter   | Reference Documents: Pall proposal 1183635-01122022-01;<br>Equipment Rental Agreement dated January 13, 2021 between Pall and the Town of Newburgh<br>Customer PO No.: |  |                                   |        |

Revised  
to make  
value  
Below  
26 months

THIS REQUEST FOR CHANGE ORDER APPROVAL EXPIRES 30 DAYS FROM INITIATION DATE ABOVE.

Change Order Description: (See Referenced Documents Also)

Customer requests early termination of the current rental with a resumption of the rental on September 1, 2025.

#### New Rental Agreement:

- A. Monthly reservation fee of \$3,650 will be invoiced each month (February 1, 2025, through September 1, 2025) to guarantee an asset is available for deployment on September 1, 2025.
- B. Intended delivery will be Sept. 1, 2025, but due to this being a holiday it will be (August 29<sup>th</sup>, 2025)

#### New Lease Term:

- A. Commissioning will be performed in September 2025 (customer to set date). Commissioning fee of \$46,000 will be invoiced after completion of commissioning.
- B. Monthly rental rate (starting September 1, 2025) will be \$49,181. Length of deployment will be nine (9) months.
- C. De-commissioning will be performed at the completion of the rental period (June 30, 2026). De-commissioning fee (\$36,800) will be invoiced at the completion of decommissioning.
- D. If customer decides to cancel the rental prior to deployment, a project cancellation fee of \$40,665 will be invoiced.
- E. If renter opts to deploy a T80 unit in lieu of a T96 unit in October 2025, a \$10,000 discount will be applied to the next invoice.

#### Total monetary changes to current contract:

- 1. Monthly reservation fee: \$3,650/mo x 7 months = \$25,550
- 2. Re-commissioning fee: \$46,000
- 3. Monthly rental fee: \$49,181/mo x 9 months = \$442,629
- 4. De-commissioning fee (June 2026): \$36,800

TOTAL CONTRACT: \$550,979 USD



Trojan Technologies Corporation  
839 NY State Route. 13  
Corland, N.Y. USA 13045  
Phone 888-478-0115


### REQUEST FOR CHANGE ORDER APPROVAL

|  |
|--|
| <br><br><br><br><br><br><br><br><br><br> |
|--|

Does this Change Order Affect Delivery Schedule? Yes ☐ No ☐

|   |
|---|
| Description of Change to Delivery Schedule:<br><br><br><br><br> |
|---|

#### To be completed by the Customer Representative (Buyer)

|  |                                       |
|--|---------------------------------------|
| Name: Gil Piaquadio  | Title: Supervisor                     |
| Address:   | Phone:                                |
| <input type="checkbox"/> Approved  | <input type="checkbox"/> Not Approved |
| Signature/Date:  3-13-2025 |                                       |
| Comments:  |                                       |

#### To be completed by the Arla Filtra Representative (Seller)

|  |                         |  |                 |
|--|-------------------------|--|-----------------|
| Project Manager                                      | Name:                   | <input type="checkbox"/> Approved            | Signature/Date: |
|  |                         | <input type="checkbox"/> Not Approved        |                 |
| Comments:  |                         |  |                 |
| <input type="checkbox"/> Project Manager Team Leader | Name: Michael Carpenter | <input checked="" type="checkbox"/> Approved | Signature/Date: |
|  |                         | <input type="checkbox"/> Not Approved        |                 |
|  |                         | <input type="checkbox"/> Not Applicable      |                 |
| Comments:  |                         |  |                 |

#### History Table

| Revision No. | Requested By | Revised By    | Description of Change                  | Effective Date (MM/DD/YYYY) | Change Order / Change Plan Number |
|--------------|--------------|---------------|--|-----------------------------|-----------------------------------|
| 01-06        | NA           | NA            | History not available                  | NA                          | NA                                |
| 07           | Mike Poole   | Phil Hamilton | Updated to Pall Water Numbering format | 05/18/2022                  | DIV-CO-57459                      |



#15D

6 May 2025

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**RE: Newburgh Recreation Center  
Change Order 11 – Electric Backboard Height Adjusters.**

**Summary:** Furnish and install eight electric backboard height adjusters with plug-in power wand for operation. This change order includes a credit for eight manual backboard height adjusters.

**Change Order Amount:** \$5,162.00

Respectfully submitted,

**MHE Engineering, D.P.C.**

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

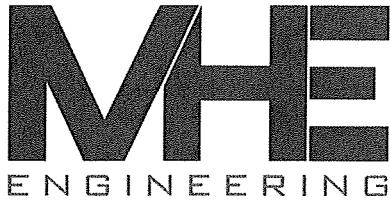
Michael J. Lamoreaux, P.E.  
Principal

**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



33 Airport Center Dr., Suite 202  
New Windsor, NY 12553

TO: Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

## LETTER OF TRANSMITTAL

DATE: 6/24/2025

JOB NUMBER: 21-135

ATTENTION: Gilbert Piaquadio, Supervisor

RE: Newburgh Recreation Center

WE ARE SENDING YOU

☒ Attached Via:

☐ USPS

☐ FEDEX

☒ HAND DELIVERY- PJH

| COPIES | DATE | NO. | DESCRIPTION   |
|--------|------|-----|---|
| 1      |      |     | O'Connor- Change Order No. 11 with Additional Work/Change Order Request |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |

THESE ARE TRANSMITTED as checked below:

☒ For Approval

☐ Approved as submitted

☐ Resubmit

☐ Copies for approval

☐ For your use

☐ Approval as noted

☐ Submit

☐ Copies for distribution

☐ As requested

☐ Returned for correction

☐ Return

☐ Corrected prints

☐ For review and comment

☐ \_\_\_\_\_

☐ FOR BIDS DUE \_\_\_\_\_

☐ PRINTS RETURNED AFTER LOAN TO US

**REMARKS:**

COPY TO:

SIGNED: Michael J. Lamoreaux, P.E.

## CHANGE ORDER NO.: 11

Owner: **Town of Newburgh** Owner's Project No.:  
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**  
Contractor: **O'Connor Company** Contractor's Project No.:  
Project: **Newburgh Recreation Center Project**  
Contract Name: **General Construction**  
Date Issued: **5/6/2025** Effective Date of Change Order: **5/6/2025**

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Furnish and Install (8) electric backboard height adjusters with power wand.**

Attachments:

- **O'Connor PCO-015 dated 2/26/2025**

| Change in Contract Price  |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]             |                 |
|---|--|--|-----------------|
| Original Contract Price:  |  | Original Contract Times:   |                 |
| \$ <u>12,106,100.00</u>   |  | Substantial Completion:  | <u>480 Days</u> |
|   |  | Ready for final payment:   | <u>510 Days</u> |
| Increase from previously approved Change Orders No. 1 to No.10: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]: |                 |
| \$ <u>144,078.76</u>  |  | Substantial Completion:  | <u>N/A</u>      |
|   |  | Ready for final payment:   | <u>N/A</u>      |
| Contract Price prior to this Change Order:                      |  | Contract Times prior to this Change Order:   |                 |
| \$ <u>12,250,178.76</u>   |  | Substantial Completion:  | <u>N/A</u>      |
|   |  | Ready for final payment:   | <u>N/A</u>      |
| Increase this Change Order:                                     |  | [Increase] [Decrease] this Change Order:   |                 |
| \$ <u>5,162.00</u>  |  | Substantial Completion:  | <u>N/A</u>      |
|   |  | Ready for final payment:   | <u>N/A</u>      |
| Contract Price incorporating this Change Order:                 |  | Contract Times with all approved Change Orders:  |                 |
| \$ <u>12,255,340.76</u>   |  | Substantial Completion:  | <u>480 Days</u> |
|   |  | Ready for final payment:   | <u>510 Days</u> |

Recommended by Construction Manager  
By: Diego Frangiamone  
Title: Clerk of the Work  
Date: 6/18/25

Authorized by Owner  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Recommended By Engineer  
  
\_\_\_\_\_  
6/19/25  
Accepted by Contractor  
\_\_\_\_\_  
Ken Welman  
\_\_\_\_\_  
Sr. Project Manager  
\_\_\_\_\_  
05/22/25



312 Fields Drive  
Aberdeen, NC 28315  
Phone 910 944 0600  
Fax 910 944 1888

## Additional Work/Change Order Request

To: ☒ Architect ☐ Engineer **MHE Engineering**

Date: **02/26/2025**

☒ Owner **Town of Newburgh**

From: **Ken Welman**

Purpose of Request: ☐ Required by Code Official  
☒ Requested By Owner  
☒ Requested by Architect  
☒ Other

Change Order Number: **GC PCO 015**

Project: **Newburgh Recreation Center at Chadwick Lake Park**

### Change Order Request

Furnish and install (8) electric backboard height adjusters with power wand. This change order includes a credit for (8) manual backboard height adjusters.

Subcontractor Subtotal: \$4,772.00  
Insurance (1%): \$48.00  
Bonding (2%): \$96.00  
OH&P (5%): \$246.00  
**TOTAL CHANGE COST: \$5,162.00**

Approval:

|                                   |                                 |   |
|-----------------------------------|---------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | <input type="checkbox"/> Request Additional Information |
|-----------------------------------|---------------------------------|---|

Owner Comments:



166 Masons Island Rd    PH 860.436-0006  
Mystic, CT 06355      FAX 860.440.0628

## CHANGE ORDER

**GC:**

O'CONNOR COMPANY  
312 FIELDS DRIVE  
ABERDEEN, NC 28315

**Project Name:**

NEWBURGH REC CENTER  
CHADWICK LAKE PARK  
1702 NY-300  
NEWBURGH, NY 12550

| CO # | PO # | Due Date     | Ship Via | Processed By | Date       |
|------|------|--------------|----------|--------------|------------|
| 2a   | N/A  | Upon Receipt | N/A      | NEFS/BB      | 02/25/2025 |

| Qty. | Description of Change  | Each | Total       |
|------|--|------|-------------|
| 1    | Price for (8) Side Court Electric Height Adjusters w/ Power Wand | -    | \$6,938.00  |
| 1    | 10% OH&P   | -    | \$433.80    |
| 1    | Credit for (8) Side Court Manual Height Adjusters                | -    | -\$2,600.00 |

|                  |                   |
|------------------|-------------------|
| <b>Freight</b>   | -                 |
| <b>Total Due</b> | <b>\$4,772.00</b> |

---

**Authorized Signature to Proceed**

**Notes/Remarks:**

*NEFS is an Affirmative Action/Equal Opportunity Employer*



Quoted for: NATIONAL EQUIPMENT AND FACILITY SOLUTIONS, INC.  
Customer ID: 9049013  
Project Name: NEWBURGH REC CENTER  
Project Address: NEWBURGH, NY 12550  
Contact: JOHN COLLINS

Date: 2/25/2025  
Prepared By: JEFFEREY HART  
Phone: 800.243.0533 ex: 144  
email: JEFFH@JAYPRO.COM  
Phone:

Quote Valid to: 3/28/2025  
Est: To Ship\*\* 6/2/2025  
\*\*An Escalation fee of 3% per quarter will be added to project price if project exceeds EST ship date due to site delay.

| Items In Quote |      |             |  |      |      |     |     |         |       |             |
|----------------|------|-------------|--|------|------|-----|-----|---------|-------|-------------|
| Ln             | QTY: | Item Sku:   | Description  | Line | Schd | UoM | LBS | Ex. LBS | Price | Ex. Price   |
| 1              |      |             | DEDUCT FROM #55883   |      |      |     |     |         |       |             |
| 2              | -8   | SMHA-800    | STEEL MANUAL HEIGHT ADJUSTER ASSEMBLY WITH 800 STYLE MAST PURCHASE |      |      |     |     |         |       | -\$2,440.00 |
| 3              | -2   | HAHC        | HEIGHT ADJUSTER HAND CRANK   |      |      |     |     |         |       | -\$160.00   |
| 4              |      |             |  |      |      |     |     |         |       |             |
| 5              |      |             | ADD TO #55883  |      |      |     |     |         |       |             |
| 6              | 8    | SEHA-800-PW | ST ELEC HGT ADJ PW OP 800 SERIES                                   |      |      |     |     |         |       | \$6,650.00  |
| 7              | 1    | HAPW-100    | POWER WAND CONTROLLER  |      |      |     |     |         |       | \$288.00    |
| 8              |      |             |  |      |      |     |     |         |       |             |
| 9              |      |             |  |      |      |     |     |         |       |             |
| 10             |      |             |  |      |      |     |     |         |       |             |
| 11             |      |             |  |      |      |     |     |         |       |             |
| 12             |      |             |  |      |      |     |     |         |       |             |
| 13             |      |             |  |      |      |     |     |         |       |             |
| 14             |      |             |  |      |      |     |     |         |       |             |
| 15             |      |             |  |      |      |     |     |         |       |             |
| 16             |      |             |  |      |      |     |     |         |       |             |
| 17             |      |             |  |      |      |     |     |         |       |             |
| 18             |      |             |  |      |      |     |     |         |       |             |
| 19             |      |             |  |      |      |     |     |         |       |             |
| 20             |      |             |  |      |      |     |     |         |       |             |
| 21             |      |             |  |      |      |     |     |         |       |             |
| 22             |      |             |  |      |      |     |     |         |       |             |
| 23             |      |             |  |      |      |     |     |         |       |             |
| 24             |      |             |  |      |      |     |     |         |       |             |
| 25             |      |             |  |      |      |     |     |         |       |             |
| 26             |      |             |  |      |      |     |     |         |       |             |
| 27             |      |             |  |      |      |     |     |         |       |             |
| 28             |      |             |  |      |      |     |     |         |       |             |

## Project Notes

Building Style: PEMB

Truss Span:

Truss Elev.:

Total weight (lbs) this shipment:

Freight Cost: Multiple Carriers

Sales Tax:

Project Cost:

\$0.00

\$4,338.00

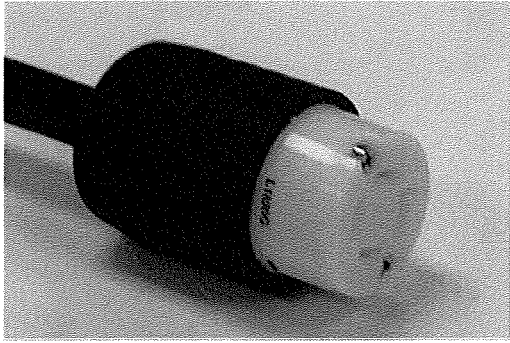
\$0.00

\$4,338.00

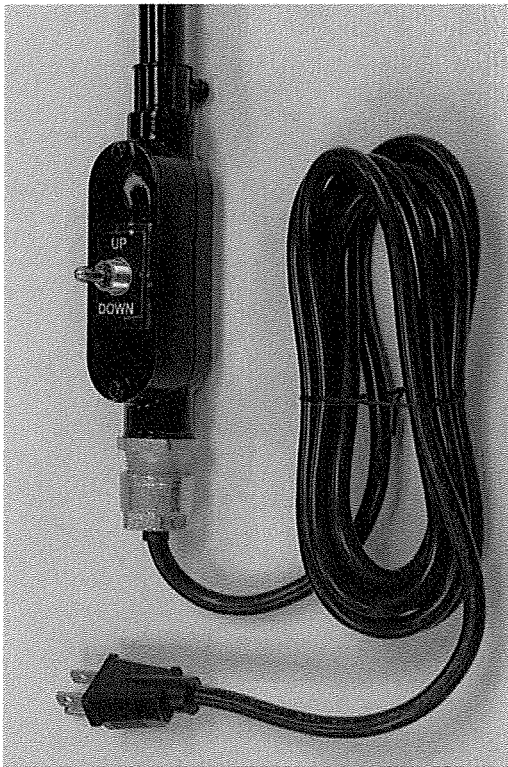




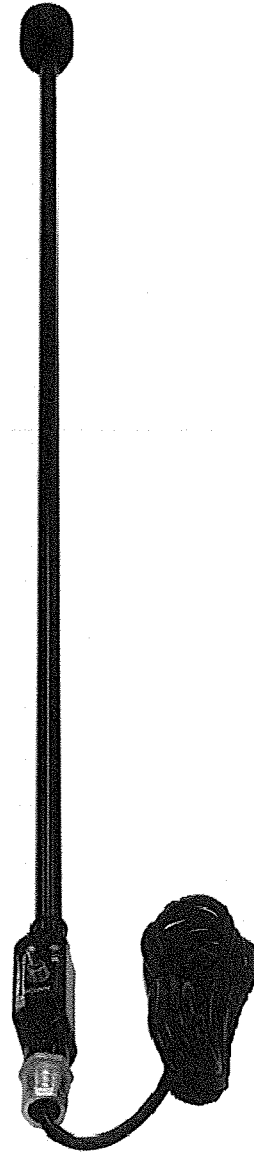
## HAPW-100 ELECTRIC HEIGHT ADJUSTER POWER WAND



**4 BLADE TWIST LOCK  
RECEPTACLE**



**OPERATION SWITCH**



HAPW-100 POWER WAND ALLOWS FOR ELECTRIC HEIGHT ADJUSTER OPERATION WITHOUT THE EXPENDITURE OF ADDITIONAL HARD WIRING OF THE HEIGHT ADJUSTER MOTOR. SIMPLY PLUG THE POWER WAND INTO ANY 15 AMP ELECTRICAL RECEPTACLE, THEN CONNECT THE POWER WAND INTO THE MATCHING TWIST LOCK RECEPTICAL OF THE ELECTRIC HEIGHT ADJUSTER. OPERATE BY MOVING THE MOMENTARY TOGGLE SWITCH TO THE DESIRED FUNCTION.

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

ARCHITECT \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

NOTES \_\_\_\_\_



### **HAPW-100** ELECTRIC HEIGHT ADJUSTER POWER WAND

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NOT BE REPRODUCED WITHOUT WRITTEN PERMISSION

[www.jaypro.com](http://www.jaypro.com)  
(800) 243-0533  
976 Hartford Turnpike  
Waterford, CT 06385 USA

Sheet 1 of 2



## SPECIFICATION SHEET

HAPW-100 Power Wand transfers electricity from an outlet to the proper windings of an electric height adjuster motor. This allows the advantages of electric height adjuster operation without the necessity to hard wire in key switch control. The unit is designed to work with matching 4 blade twist lock receptacle mounted to the underside of the electric height adjuster.

The overall length of the wand is 5'-6" and comes with 10' of a grounded electrical cord with plug. The unit may also be used with a heavy gauge extension cord, (purchased separately), when the height adjuster is greater than 10' away from the closest receptacle. The wand comes with a momentary contact toggle switch for (up/down) operation. The switch is spring loaded for automatic return to the off position.

The operator can stand on the floor below and to the rear of the height adjuster to operate the unit.

The HAPW-100 should be specified in conjunction with the EHA-XX whenever electrical circuits are not available yet the advantages of electrical height adjuster are desired.

The HAPW-100 is designed for exclusive use with the Jaypro EHA-XX Electric Height Adjuster and should be connected to a 110V/15A/single phase electrical receptacle

The HAPW-100 is warranted free of manufacturing defects for a period of one year.



#15E

4 June 2025

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**RE: Newburgh Recreation Center  
Change Order 12 – Service Window**

**Summary:** Furnish and install service window, shelf and glazing between rooms Reception 102 and Waiting 101 per SK-1 and RFI-76.

**Change Order Amount:** \$9,688.00

Respectfully submitted,

**MHE Engineering, D.P.C.**

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

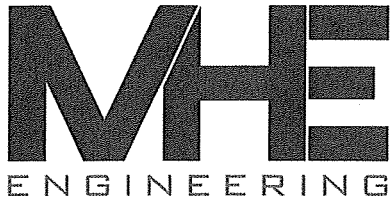
Michael J. Lamoreaux, P.E.  
Principal

**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



33 Airport Center Dr., Suite 202  
New Windsor, NY 12553

TO: Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

## LETTER OF TRANSMITTAL

DATE: 6/24/2025

JOB NUMBER: 21-135

ATTENTION: Gilbert Piaquadio, Supervisor

RE: Newburgh Recreation Center

WE ARE SENDING YOU

☒ Attached Via:

☐ USPS

☐ FEDEX

☒ HAND DELIVERY- PJH

| COPIES | DATE | NO. | DESCRIPTION   |
|--------|------|-----|---|
| 1      |      |     | O'Connor- Change Order No. 12 with Additional Work/Change Order Request |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |

THESE ARE TRANSMITTED as checked below:

☒ For Approval

☐ Approved as submitted

☐ Resubmit

☐ Copies for approval

☐ For your use

☐ Approval as noted

☐ Submit

☐ Copies for distribution

☐ As requested

☐ Returned for correction

☐ Return

☐ Corrected prints

☐ For review and comment

☐ \_\_\_\_\_

☐ FOR BIDS DUE \_\_\_\_\_

☐ PRINTS RETURNED AFTER LOAN TO US

**REMARKS:**

COPY TO:

SIGNED: Michael J. Lamoreaux, P.E.

## CHANGE ORDER NO.: 12

Owner: **Town of Newburgh**  
Engineer: **MHE Engineering, D.P.C.**  
Contractor: **O'Connor Company**  
Project: **Newburgh Recreation Center Project**  
Contract Name: **General Construction**  
Date Issued: **6/4/2025**

Owner's Project No.:  
Engineer's Project No.: **21-135**  
Contractor's Project No.:

Effective Date of Change Order: **6/4/2025**

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Addition of service window and counter between Reception and Waiting rooms.**

Attachments:

- **O'Connor PCO-016-R2 dated 6/4/2025**

| Change in Contract Price  |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]             |                 |
|---|--|--|-----------------|
| Original Contract Price:  |  | Original Contract Times:   |                 |
| \$ <u>12,106,100.00</u>   |  | Substantial Completion:  | <u>480 Days</u> |
|   |  | Ready for final payment:   | <u>510 Days</u> |
| Increase from previously approved Change Orders No. 1 to No.11: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]: |                 |
| \$ <u>149,240.76</u>  |  | Substantial Completion:  | <u>N/A</u>      |
|   |  | Ready for final payment:   | <u>N/A</u>      |
| Contract Price prior to this Change Order:                      |  | Contract Times prior to this Change Order:   |                 |
| \$ <u>12,255,340.76</u>   |  | Substantial Completion:  | <u>N/A</u>      |
|   |  | Ready for final payment:   | <u>N/A</u>      |
| Increase this Change Order:                                     |  | [Increase] [Decrease] this Change Order:   |                 |
| \$ <u>9,688.00</u>  |  | Substantial Completion:  | <u>N/A</u>      |
|   |  | Ready for final payment:   | <u>N/A</u>      |
| Contract Price incorporating this Change Order:                 |  | Contract Times with all approved Change Orders:  |                 |
| \$ <u>12,265,028.76</u>   |  | Substantial Completion:  | <u>480 Days</u> |
|   |  | Ready for final payment:   | <u>510 Days</u> |

Recommended by Construction Manager

By: Diego Frangiamone

Title: Clerk of the Work

Date: 6/18/25

Authorized by Owner

By:

Title:

Date:

Recommended By Engineer



6/19/25

Accepted by Contractor

Ken Welman

Sr. PM

06/18/25



312 Fields Drive  
Aberdeen, NC 28315  
Phone 910 944 0600  
Fax 910 944 1888

## Additional Work/Change Order Request

To: ☒ Architect  
☐ Engineer

MHE Engineering

Date:

06/04/2025

☒ Owner

Town of Newburgh

From:

Ken Welman

Purpose of Request: ☐ Required by Code Official  
☒ Requested By Owner  
☒ Requested by Architect  
☒ Other

Change  
Order  
Number:

GC PCO 016 R2

Project:

Newburgh Recreation Center at Chadwick Lake Park

### Change Order Request

Framing and installation of a new SK-1 window opening, including a welded borrowed lite frame and 1/4" clear tempered glass at the reception area. Work includes framing, furnishing, and installation per SK-1 specifications and RFI 76.

#### 1. Framing a New SK-1 Window Opening

- As per SK-1 & RFI 76 frame out a window opening on the dividing wall between Room 102 & 101.
- Install the frame only; no glass or glazing included.
- PDC Change Order #03r Total Cost: \$3,981.21

#### 2. Furnishing and Installing Borrowed Lite Frame

- Provide and install a welded, primer-painted, single-rabbit 3/0x4/2 three-sided borrowed lite frame.
- Glass and glazing are excluded.
- Kamco Change Order Total Cost: \$428.79

#### 3. Installation of 1/4" Clear Tempered Glass for SK-1 Window

- Furnish and install one piece of 1/4" clear tempered glass, approximately 3' x 4', into the hollow metal service window frame.
- GlasSolutions Change Order Total Cost: \$345.00

#### 4. Furnish and install service window shelf for SK-1 window.

- Baileys Change Order Total Cost: \$4,200.90

Subcontractor Subtotal: \$8,956  
Insurance (1%): \$90.00  
Bonding (2%): \$181.00  
OH&P (5%): \$461.00  
**TOTAL CHANGE COST: \$9,688.00**

Approval:

☒ Approved

☐ Denied

☐ Request Additional  
Information



## REQUEST FOR INTERPRETATION

Project: Newburgh Recreation Center

R.F.I. Number: 076

To: Holt / MHE

From: O'Connor

Date: 03/04/2025

Re: SK-1 Service Window Shelf Clarifications

A/E Project Number: \_\_\_\_\_

Contract For: \_\_\_\_\_

Specification Section: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Drawing Reference: SK-1

Detail: \_\_\_\_\_

Request:

We need clarification on the service window shelf per SK-1 Service Window Rev. 1:

1. Confirm if the shelf extends 12 inches beyond the wall.
2. Verify that the Framing Subcontractor is responsible for furnishing and installing the shelf.
3. Confirm that the edges should be finished with a 4-inch radius.
4. Verify if the laminate color should match Room 101's flooring.
5. Confirm that solid blocking and/or a horizontal support will be used for reinforcement.

Signed by: Molly Hentz

Date: 3/4/25

Response:

SEE ATTACHED REVISED SK-1.

☐ Attachments

Response From: \_\_\_\_\_

To: \_\_\_\_\_

Date Rec'd: \_\_\_\_\_

Date Ret'd: \_\_\_\_\_

Signed by: \_\_\_\_\_

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

Copies: \_\_\_\_\_

☐

☐ Owner

☐ File

☐ Consultants

\_\_\_\_\_

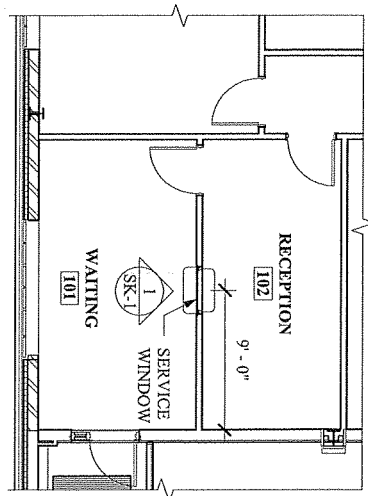
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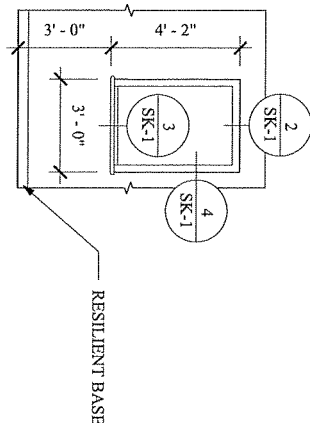
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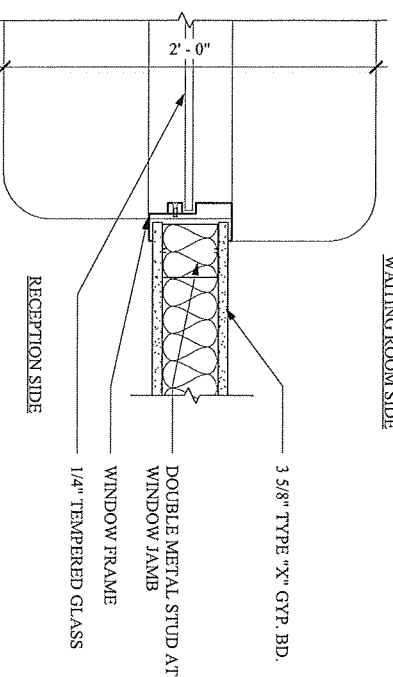
☐



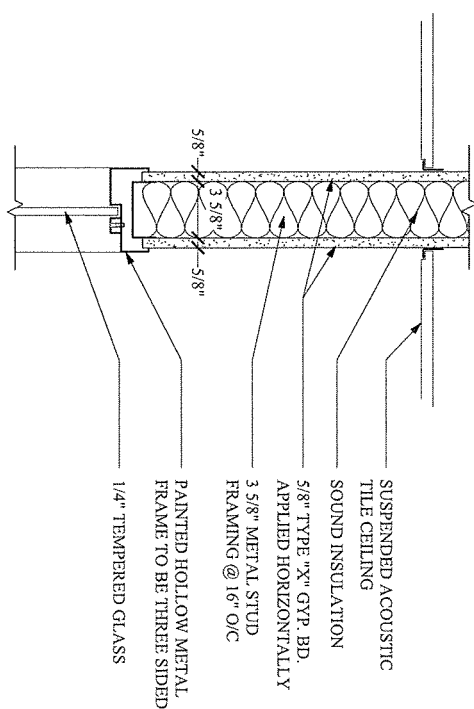
5 RECEPTION/WAITING FLOOR PLAN  
SK-1 SCALE: 1/8" = 1'-0"



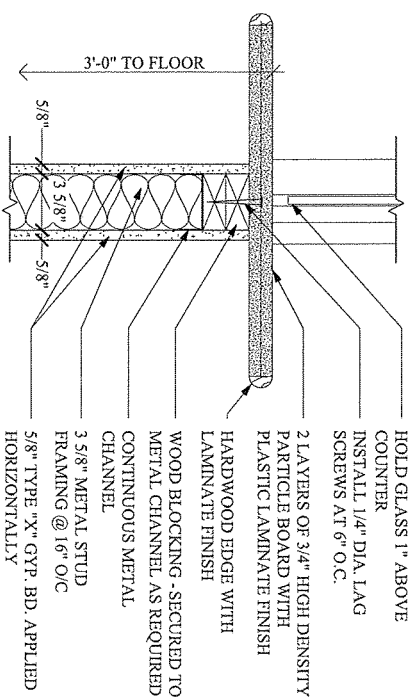
1 SERVICE WINDOW  
SK-1 SCALE: 1/4" = 1'-0"



4 SERVICE WINDOW JAMB DETAIL  
SK-1 SCALE: 1 1/2" = 1'-0"



2 SERVICE WINDOW HEAD DETAIL  
SK-1 SCALE: 1 1/2" = 1'-0"



3 SERVICE WINDOW SILL DETAIL  
SK-1 SCALE: 1 1/2" = 1'-0"

**WHE**  
ENGINEERING

33 Airport Center Drive  
Suite 202  
New Windsor, NY 12553  
(909) 587-5100  
1111 Wheelfield Drive  
Suite 1  
Windsor, PA 15397  
(979) 286-2785

NEW RECREATION CENTER

TOWN OF NEWBURGH

DRAWN BY: CH  
REVIEWED BY: AW  
PROJECT # 21-135  
PHASE #  
ISSUED DATE: 02/10/25

**SK-1**





## CHANGE ORDER REQUEST 3Revised

Added Contract Day 0

To: O' Connor Company

From: PDC INCORPORATED INC.

Project: Newburgh Recreation Centre

Date: 4/30/2025

Ref. Doc.: \_\_\_\_\_

Description: Per SK-1 & RFI - 76 frame out a window opening on wall between room 102 & 101. Install frame only.

| Quant.   | Unit | Description of Material and Equipment (attached list if req'd) | Unit Cost | Sub-Total |
|----------|------|--|-----------|-----------|
|          |      |  | \$0.00    | 0.00      |
|          | LF   |  | \$0.00    | 0.00      |
|          |      |  | \$0.00    | 0.00      |
| 1        | LS   | SEE ATTACHED MATERIALS LIST BELOW FOR ADDED MATERIALS          |           | 300.00    |
| Line # 1 |      | Material and Equipment Subtotal                                |           | 300.00    |

| Crew | Labor Classification | Hrs /<br>Man | Credit /<br>Hours | OT / Hours | OT Rate | DT / Hours | DT Hours | Total Rate | Sub-Total |
|------|----------------------|--------------|-------------------|------------|---------|------------|----------|------------|-----------|
| 0    | Superintendent       | 0            | 0                 | 0          | \$0.00  | 0          | \$0.00   | \$106.82   | 0.00      |
| 0    | FM - Carpenters      | 5            | 0                 | 0          | \$0.00  | 0          | \$0.00   | \$106.82   | 0.00      |
| 1    | JM - Carpenters      | 32           | 0                 | 0          | \$0.00  | 0          | \$0.00   | \$98.81    | 3,161.92  |
| 0    | Laborers             | 0            | 0                 | 0          | \$0.00  | 0          | \$0.00   | \$98.81    | 0.00      |
| 0    | Tapers               | 0            | 0                 | 0          | \$0.00  | 0          | \$0.00   | \$94.67    | 0.00      |

|          |                 |          |
|----------|-----------------|----------|
| Line # 2 | Labor Sub-Total | 3,161.92 |
|----------|-----------------|----------|

| Line # 3 | Overhead and Profit % Mark-up on Own Work |          | Allow % | Sub-Total |
|----------|---|----------|---------|-----------|
|          | Sub-Total From Line #1 & 2                | \$ 3,462 | 15%     | 519.29    |

|   |      |
|---|------|
| Subcontractor Cost (from attached subcontractors' change order proposal worksheet form) |      |
|   | 0.00 |
|   | 0.00 |
|   | 0.00 |

|          |                     |      |
|----------|---------------------|------|
| Line # 4 | Subcontractor Total | 0.00 |
|----------|---------------------|------|

|          |   |    |      |
|----------|---|----|------|
| Line # 5 | Contractor's Mark-up on Subcontractor Work (see note below) | 5% | 0.00 |
|----------|---|----|------|

|          |                                    |          |
|----------|------------------------------------|----------|
| Line # 6 | Total Proposed Change Order Amount | 3,981.21 |
|----------|------------------------------------|----------|

*From frame to finish*





Albany  
 Kamco Supply Corp of NE  
 36 Railroad Avenue  
 Albany NY 12205  
 518-729-1122  
 Fax: 518-453-9527



## QUOTE

2502-230719 R1 PAGE 1 OF 1

| SOLD TO   |
|---|
| O'CONNOR CO.OF NC, INC<br>PO BOX 3520<br>PINEHURST NC 28374 |

| JOB ADDRESS  |
|--|
| NEWBURGH REC CTR<br>O'CONNOR CO.OF NC, INC<br>ATTN: MOLLY<br>NEWBURGH NY<br>910-944-0600 |

| ACCOUNT      | JOB        |
|--------------|------------|
| 16825        | 0          |
| CREATED ON   | 02/10/2025 |
| EXPIRES ON   | 03/12/2025 |
| BRANCH       | AL         |
| CUSTOMER PO# |            |
| STATION      | ALBK       |
| CASHIER      | ALBK       |
| SALESPERSON  | BRAD       |
| ORDER ENTRY  | ALBK       |
| MODIFIED BY  | ALBK       |

We install Commercial Door &  
 Div 10 Specialties Packages.  
 Contact Kamco for a quote.

| Item   | Description  | D | Quantity | U/M | Price     | Per | Amount |
|--|--|---|----------|-----|-----------|-----|--------|
| SOCDMETAL                                    | WELDED PRIMER PAINTED SINGLE<br>RABBET 3/0x4/2 THREE<br>SIDED BORROWED LITE FRAME<br>+Special Order/Non-Stock Material |   | 1        | EA  | 396.5700  | EA  | 396.57 |
| COMMENT                                      | EXCLUDES: GLASS AND GLAZING  |   | 1        | EA  |           | EA  |        |
| COMMENT                                      | 3 to 4 week lead time  |   | 1        | EA  |           | EA  |        |
| +No refund or credit for non-stock material. |  |   |          |     | Subtotal  |     | 396.57 |
|  |  |   |          |     | Sales Tax |     | 32.22  |
|  |  |   |          |     | Total     |     | 428.79 |

Buyer:

Signature



212 South William Street  
Newburgh, NY 12550  
(P) 845.569.0001 - (F) 845.569.0793

## CHANGE ORDER

|         |                                     |                              |  |       |                  |
|---------|-------------------------------------|------------------------------|--|-------|------------------|
| TO:     | <b>Rob Rutler &amp; Molly Hentz</b> | CO #                         | <b>25-0127R1</b>                       | Date: | <b>2/12/2025</b> |
| Name    | <b>O'Connor Company of NC Inc.</b>  | <b>JOB SITE INFORMATION:</b> |  |       |                  |
| Address | <b>312 Fields Dr.</b>               | Job Name                     | <b>Newburgh Recreation Center</b>      |       |                  |
| City    | <b>Aberdeen</b>                     | Job Location                 | <b>1702 NY-300, Newburgh, NY 12550</b> |       |                  |
| State   | <b>NC</b> Zip <b>28315</b>          | Scope:                       | <b>New SK-1 Window @ Reception</b>     |       |                  |

We hereby submit the estimated costs for the work specified below:

### REVISED

### ADD:

To furnish one (1) piece of 1/4" clear tempered glass, approximately 3' x 4' and install into hollow metal service window frame by others; per Sk-1 dated 2/10/25.

**\$345.00**

**TOTAL CHANGE TO CONTRACT: \$345.00**

We agree to make the change(s) specified above at this price **\$345.00**

Contractor Signature

Previous contract amount \$ -

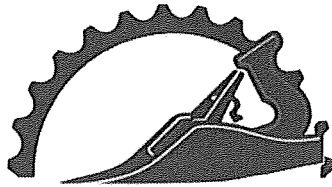
Date

Revised contract amount \$ -

**ACCEPTED** - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise specified.

Signature

Date



**Bailey's Architectural  
Woodworking**

# **Baileys Architectural Woodworking**

**"Crafting Excellence in Every Cut"**

**Phone:** 917-946-5546

**Address:** 34 Washington Street, Trumbull, CT 06611

**Email:** [bids@baileysarchitecturalww.info](mailto:bids@baileysarchitecturalww.info)

**We are pleased to submit our proposal for the framing and lp sheeting including demolition, garage, removal scaffolding scope for this project in the amount of \$4,200.90 Due to material price volatility this proposal is only valid for 30 days from the date of this proposal. Thank you for your business!**

## **Project Information:**

**Date:** 5-9-25

**This Proposal is based on Union Installation.**

**Exclusions:** , Sinks, Permits, MEP's, Cabinet Lighting, Blocking, Trash Pull Out, Baseboards, Trash Removal, Inspections, Owner supplied furniture, Overtime, Coring, Cabinet pulls by others – Installed by millworker.

**Work is Based on the Scope of Work Listed Below.**

- Accurate Field Measurements.
- Product data for all materials being used on the project.
- Physical sample of all materials.
- Up to date insurance & workers Compensation coverage.
- Furnish install Service window Base on SK-1 date 2/10/25 drawn by AW issue by MHE Engineering with 2 layers of particle Board PLam on counter top with solid wood 1/12" Bullnose with clear finish on edge.

Break down of material and labor

|                             |          |
|-----------------------------|----------|
| Particle Board              | \$280.90 |
| Plam.                       | \$400.00 |
| Solid wood for edge         | \$650    |
| finish material.            | \$640    |
| Shop labor                  | \$1,550  |
| installation plus materials | \$680    |



#15F

14 May 2025

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**RE: Newburgh Recreation Center  
Change Order 13 – Additional Drinking Fountain**

**Summary:** Furnish and install an additional drinking fountain and all associated piping at the south end of Gymnasium 125 per Owner's request.

**Change Order Amount:** \$14,232.00

Respectfully submitted,

**MHE Engineering, D.P.C.**

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

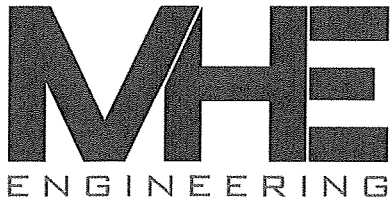
Michael J. Lamoreaux, P.E.  
Principal

**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



33 Airport Center Dr., Suite 202  
New Windsor, NY 12553

TO: Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

## LETTER OF TRANSMITTAL

DATE: 6/24/2025

JOB NUMBER: 21-135

ATTENTION: Gilbert Piaquadio, Supervisor

RE: Newburgh Recreation Center

WE ARE SENDING YOU

☒ Attached Via:

☐ USPS

☐ FEDEX

☒ HAND DELIVERY- PJH

| COPIES | DATE | NO. | DESCRIPTION   |
|--------|------|-----|---|
| 1      |      |     | O'Connor- Change Order No. 13 with Additional Work/Change Order Request |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |

THESE ARE TRANSMITTED as checked below:

☒ For Approval

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☐ \_\_\_\_\_

☐ FOR BIDS DUE \_\_\_\_\_

☐ PRINTS RETURNED AFTER LOAN TO US

### REMARKS:

COPY TO:

SIGNED: Michael J. Lamoreaux, P.E.



## CHANGE ORDER NO.: 13

Owner: **Town of Newburgh** Owner's Project No.:  
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**  
Contractor: **O'Connor Company** Contractor's Project No.:  
Project: **Newburgh Recreation Center Project**  
Contract Name: **General Construction**  
Date Issued: **5/14/2025** Effective Date of Change Order: **5/14/2025**

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Furnish and install additional drinking fountain per Owner's request.**

Attachments:

- **O'Connor PCO-020-R1 dated 4/25/2025**

| Change in Contract Price  |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]             |          |
|---|--|--|----------|
| Original Contract Price:  |  | Original Contract Times:   |          |
| \$ 12,106,100.00  |  | Substantial Completion:  | 480 Days |
|   |  | Ready for final payment:   | 510 Days |
| Increase from previously approved Change Orders No. 1 to No.12: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]: |          |
| \$ 158,928.76   |  | Substantial Completion:  | N/A      |
|   |  | Ready for final payment:   | N/A      |
| Contract Price prior to this Change Order:                      |  | Contract Times prior to this Change Order:   |          |
| \$ 12,265,028.76  |  | Substantial Completion:  | N/A      |
|   |  | Ready for final payment:   | N/A      |
| Increase this Change Order:                                     |  | [Increase] [Decrease] this Change Order:   |          |
| \$ 14,232.00  |  | Substantial Completion:  | N/A      |
|   |  | Ready for final payment:   | N/A      |
| Contract Price incorporating this Change Order:                 |  | Contract Times with all approved Change Orders:  |          |
| \$ 12,279,260.76  |  | Substantial Completion:  | 480 Days |
|   |  | Ready for final payment:   | 510 Days |

By: Recommended by Construction Manager  
Diego Frangiamone  
Title: Clerk of the Work  
Date: 6/18/25

By: Authorized by Owner  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Recommended By Engineer  
[Signature]  
Date: 6/19/25

By: Accepted by Contractor  
Ken Welman  
Title: Sr. PM  
Date: 06/18/25



312 Fields Drive  
Aberdeen, NC 28315  
Phone 910 944 0600  
Fax 910 944 1888

## Additional Work/Change Order Request

To: ☒ Architect ☐ Engineer **MHE Engineering**

Date: **04/25/2025**

☒ Owner **Town of Newburgh**

From: **Ken Welman**

Purpose of Request: ☐ Required by Code Official  
☒ Requested By Owner  
☒ Requested by Architect  
☒ Other

Change Order Number: **GC PCO 020 R.1**

Project: **Newburgh Recreation Center at Chadwick Lake Park**

### Change Order Request

- This change order is for SK-3 to furnish and install (1) new drinking fountain, including all associated piping.

Subcontractor Subtotal: \$13,157.00  
Insurance (1%): \$132.00  
Bonding (2%): \$266.00  
OH&P (5%): \$678.00  
**TOTAL CHANGE COST: \$14,232.00**

Approval:

|                                   |                                 |   |
|-----------------------------------|---------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | <input type="checkbox"/> Request Additional Information |
|-----------------------------------|---------------------------------|---|

Owner Comments:

# MDS

## MECHANICAL CONTRACTOR

March 3, 2025

**O'Conner Company**  
**502 Pinewoods**  
**Troy, NY 12180**  
**Attn: Ken Welman**

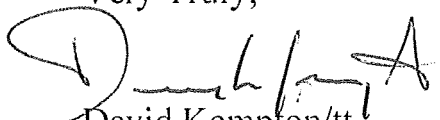
**Email: kwelman@buildoconnor.com**

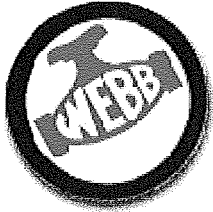
**Re: Newburgh Recreation Center**

As per your request, we will provide Material, and Labor necessary to Add (1) New water fountain, WF-A including all waste, vent, domestic water, and insulation for the sum of **\$13, 931.00 Thirteen Thousand Nine Hundred Thirty-One.**

|                                 |                                     |
|---------------------------------|-------------------------------------|
| <b>Plumbing Materials -</b>     | <b>450.00</b>                       |
| <b>WF-8 -</b>                   | 3,529.04 <del>4,200.00</del>        |
| <b>Insulation</b>               | <b>300.00</b>                       |
| <b>Labor 56 Hrs. @ 127.00 =</b> | <b><u>7.112.00</u></b>              |
|                                 | 11,391.00 <del>12,062.00</del>      |
| <b>10%</b>                      | 1,139.00 <del><u>1,206.00</u></del> |
|                                 | 12,530.00 <del>13,268.00</del>      |
| <b>5%</b>                       | 626.50 <del><u>663.00</u></del>     |
|                                 | \$13,156.50 <del>\$13,931.00</del>  |

Very Truly,

  
David Kempton/tt  
Vice President



# F.W. WEBB COMPANY

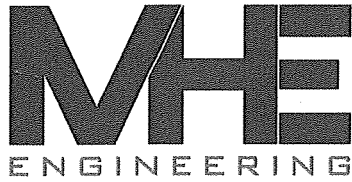
600 CORPORATE BOULEVARD  
NEWBURGH, NY 12550-6405  
Phone: 845-567-0242 Fax: 845-567-6019

This is your **Quote** from F.W. Webb Company.  
Please review the products listed on this quotation for accuracy and completeness.

|                                      |   |   |
|--------------------------------------|---|---|
| Quotation number:<br><b>90552838</b> | Ship to:<br><b>Rick Pforte 845-548-9194<br/>Newburgh Recreation Center<br/>1702 Ny-300<br/>Newburgh, NY 12550</b> | Bill to:<br><b>Mds Hvac-r Inc<br/>192 Plains Rd<br/>Walden, Ny 12586<br/>845-713-4598</b> |
| Quote Date :<br><b>04/25/2025</b>    |   |   |
| Phone:<br><b>845-713-4598</b>        | Fax:<br><b>845-713-4626</b>   | Contact number:<br><b>8457134598</b>  |
| Quoted by:<br><b>IRIZ</b>            | Customer PO:<br><b>MUST HAVE PO # &amp; JOB NAME</b>  | Date Requested:<br><b>04/25/2025</b>  |

| Quantity             | Description   | Retail Price | Total             |
|----------------------|---|--------------|-------------------|
|                      | WF-8  |              |                   |
| 1                    | <b>Elkay ELKLZSTL8WSLP</b><br>Btl Fllg Stn Ezh2o Bi-lvl 2 Stn Gry Ada   | \$3,432.000  | <b>\$3,432.00</b> |
| 1                    | <b>Zurn ZRNZ8702-PC</b><br>Ptrap W/co 1-1/2" Pc 17ga Brs Slp Jnt        | \$71.010     | <b>\$71.01</b>    |
| 1                    | <b>Zurn ZRNZ8802-XL-LK-PC</b><br>Ang Stp 1/2x3/8" Ipsxod Pc Lkey        | \$18.190     | <b>\$18.19</b>    |
| 1                    | <b>Pasco PAS1226</b><br>Flg Sure Grp 1/2" Ips Cp Stl                    | \$33.053     | <b>\$0.33</b>     |
| 1                    | <b>Fluidmaster FLUPRO6F12</b><br>Fct Conn 3/8x3/8x12" Cmprn Fxf Brdd Ss | \$7.510      | <b>\$7.51</b>     |
|                      | NOTE: CARRIER NOT INCLUDED  |              |                   |
| <b>Line Subtotal</b> |   |              | <b>\$3,529.04</b> |
| Subtotal             |   |              | \$3,529.04        |
| Shipping             |   |              | \$0.00            |
| Handling             |   |              | \$0.00            |
| Tax                  |   |              | Tax Not Included  |
| Total                |   |              | <b>\$3,529.04</b> |

Thank you for the opportunity to provide pricing for your product needs.  
This Quotation is valid for 10 days after the above Quote Date.  
\* Restocking fees may apply on any Special Order Items.  
Please visit our website for additional products or information [www.fwwebb.com](http://www.fwwebb.com)



#156

14 May 2025

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**RE: Newburgh Recreation Center  
Change Order 14 – Gymnasium Pickle Ball Court Lines**

**Summary:** Additional pickle ball court lines in Gymnasium 125 per Owner's request and SK-4.

**Change Order Amount:** \$3,339.00

Respectfully submitted,

**MHE Engineering, D.P.C.**

A handwritten signature in black ink, appearing to read 'Michael J. Lamoreaux', written over a horizontal line.

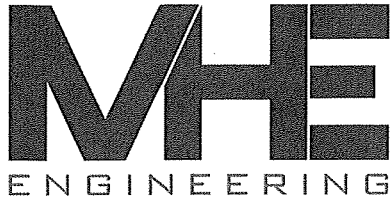
Michael J. Lamoreaux, P.E.  
Principal

**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



33 Airport Center Dr., Suite 202  
New Windsor, NY 12553

TO: Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

## LETTER OF TRANSMITTAL

DATE: 7/3/2025

JOB NUMBER: 21-135

ATTENTION: Gilbert Piaquadio, Supervisor

RE: Newburgh Recreation Center

WE ARE SENDING YOU

☒ Attached Via:

☐ USPS

☐ FEDEX

☒ HAND DELIVERY- PJH

| COPIES | DATE | NO. | DESCRIPTION   |
|--------|------|-----|---|
| 1      |      |     | O'Connor- Change Order No. 14 with Additional Work/Change Order Request |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |
|        |      |     |   |

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☐ For review and comment

☐ \_\_\_\_\_

☐ FOR BIDS DUE \_\_\_\_\_

☐ PRINTS RETURNED AFTER LOAN TO US

### REMARKS:

COPY TO:

SIGNED:

*Michael J. Lamoreaux, P.E.*

## CHANGE ORDER NO.: 14

Owner: **Town of Newburgh** Owner's Project No.:  
Engineer: **MHE Engineering, D.P.C.** Engineer's Project No.: **21-135**  
Contractor: **O'Connor Company** Contractor's Project No.:  
Project: **Newburgh Recreation Center Project**  
Contract Name: **General Construction**  
Date Issued: **5/14/2025** Effective Date of Change Order: **5/14/2025**

The Contract is modified as follows upon execution of this Change Order:

Description:

- **Additional gym lines for (4) pickleball courts per Owner's request.**

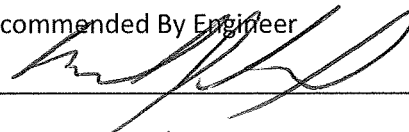
Attachments:

- **O'Connor PCO-023 dated 5/1/2025**

| Change in Contract Price  |  | Change in Contract Times<br>[State Contract Times as either a specific date or a number of days]             |          |
|---|--|--|----------|
| Original Contract Price:  |  | Original Contract Times:   |          |
| \$ 12,106,100.00  |  | Substantial Completion:  | 480 Days |
|   |  | Ready for final payment:   | 510 Days |
| Increase from previously approved Change Orders No. 1 to No.13: |  | [Increase] [Decrease] from previously approved Change Orders No.1 to No.1 [Number of previous Change Order]: |          |
| \$ 173,160.76   |  | Substantial Completion:  | N/A      |
|   |  | Ready for final payment:   | N/A      |
| Contract Price prior to this Change Order:                      |  | Contract Times prior to this Change Order:   |          |
| \$ 12,279,260.76  |  | Substantial Completion:  | N/A      |
|   |  | Ready for final payment:   | N/A      |
| Increase this Change Order:                                     |  | [Increase] [Decrease] this Change Order:   |          |
| \$ 3,339.00   |  | Substantial Completion:  | N/A      |
|   |  | Ready for final payment:   | N/A      |
| Contract Price incorporating this Change Order:                 |  | Contract Times with all approved Change Orders:  |          |
| \$ 12,282,599.76  |  | Substantial Completion:  | 480 Days |
|   |  | Ready for final payment:   | 510 Days |

Recommended by Construction Manager  
By: Diego Frangiamone  
Title: Clerk of the Work  
Date: 6/18/25

Authorized by Owner  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Recommended By Engineer  
  
\_\_\_\_\_  
7/1/25  
Accepted by Contractor  
Ken Welman  
Sr. PM  
06/18/25



312 Fields Drive  
Aberdeen, NC 28315  
Phone 910 944 0600  
Fax 910 944 1888

## Additional Work/Change Order Request

To: ☒ Architect ☐ Engineer **MHE Engineering**

Date: **05/1/25**

☒ Owner **Town of Newburgh**

From: **Ken Welman**

Purpose of Request: ☐ Required by Code Official  
☒ Requested By Owner  
☒ Requested by Architect  
☒ Other

Change Order Number: **GC PCO 023**

Project: **Newburgh Recreation Center at Chadwick Lake Park**

### Change Order Request

- This change order is for the new pickleball court lines as shown in SK-4

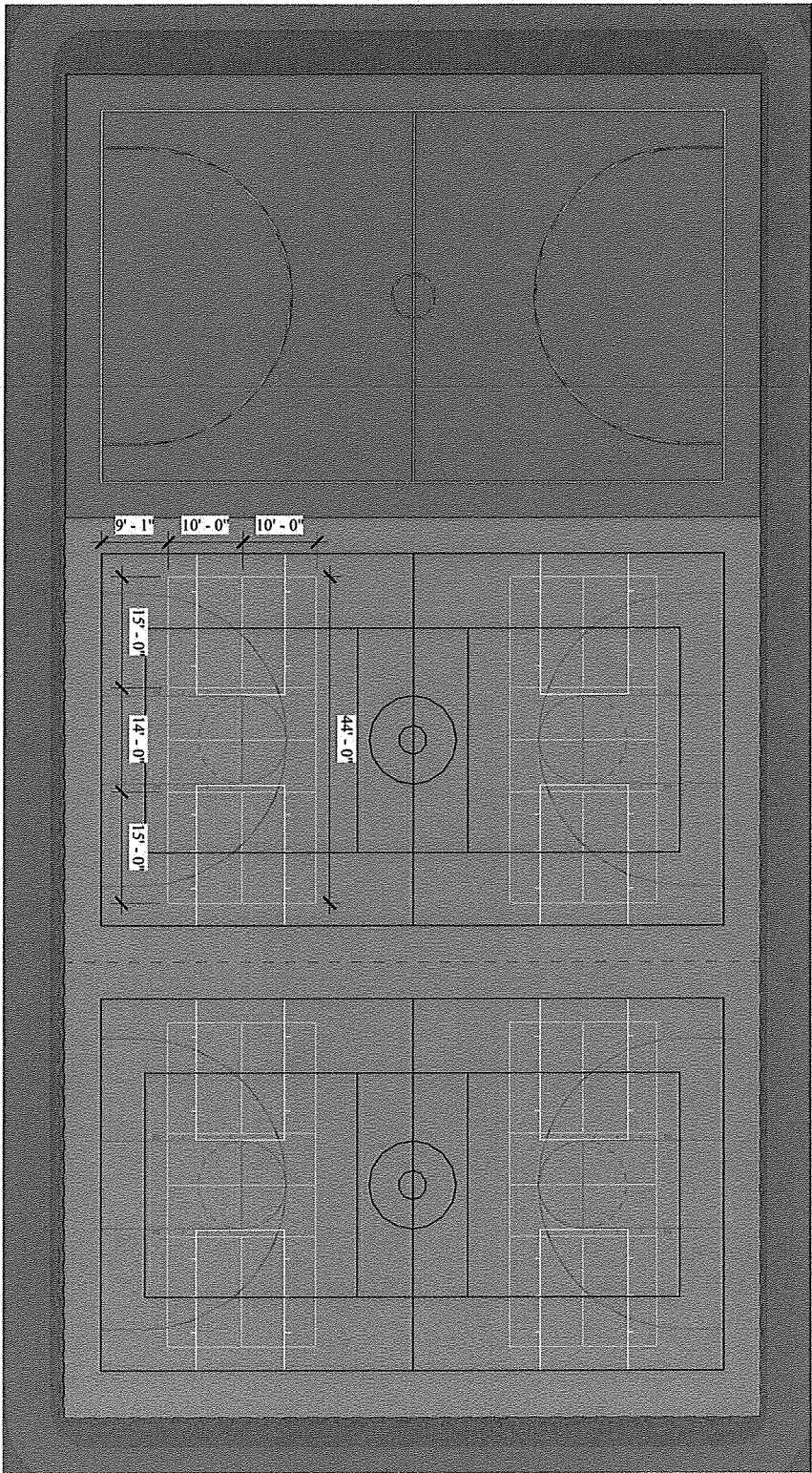
Subcontractor Subtotal: \$3,087.00  
Insurance (1%): \$31.00  
Bonding (2%): \$62.00  
OH&P (5%): \$159.00  
**TOTAL CHANGE COST: \$3,339.00**

Approval:

|                                   |                                 |   |
|-----------------------------------|---------------------------------|---|
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | <input type="checkbox"/> Request Additional Information |
|-----------------------------------|---------------------------------|---|

Owner Comments:





1 GYMNASIUM COURT LINES PLAN  
SK-4 SCALE: 1/16" = 1'-0"

**WHE**  
ENGINEERING  
33 Airport Center Drive  
Suite 202  
Newburgh, NY 12553  
(845) 567-3100  
111 Wheelfield Drive  
Suite 1  
Newburgh, NY 12553  
(845) 567-3100

NEW RECREATION CENTER

TOWN OF NEWBURGH

|              |          |
|--------------|----------|
| DRAWN BY:    |          |
| REVIEWED BY: |          |
| PROJECT #    | 21-135   |
| PHASE #      |          |
| ISSUED DATE: | 02/12/25 |

**SK-4**

DATE 5/1/2025

From

J. J. Curran &amp; Son, Inc.

501 South Pearl S Albany, NY 12202

Seamus Curran

Tracy Curran

[Office@JJCurransFloors.com](mailto:Office@JJCurransFloors.com)[Office@JJCurransFloors.com](mailto:Office@JJCurransFloors.com)

To

O'Connor Company

312 Fields Dr, Aberdeen, NC 28315

Ken Welman

[kwelman@buildoconnor.com](mailto:kwelman@buildoconnor.com)

|          |                     |
|----------|---------------------|
| Job Name | Newburgh Rec Center |
| Job #    | 4051N               |
| WCO      | 3                   |

|                   |     |                   |
|-------------------|-----|-------------------|
| Current Contract  |     | \$475,000.00      |
| Subtotal          |     | \$2,805.84        |
| Mark Up           | 10% | \$280.58          |
| Textura           | NO  | \$0.00            |
| Bonds             | NO  | \$0.00            |
| Duration (Months) | 0   | \$0.00            |
| <b>Total WCO</b>  |     | <b>\$3,087.00</b> |

Description of Work: Gameline Changes per SK-4: Add Four (4) Sets of Pickleball Courts

| Labor            |                     |             |                    |                   |
|------------------|---------------------|-------------|--------------------|-------------------|
| Trade            | Level               | # Hrs       | Rate/Hour          | Total Cost        |
| Carpenter        | Journeyman Straight | 16.0        | 90.79              | 1,452.66          |
| Carpenter        | Foreman Straight    | 8.0         | 95.37              | 762.98            |
| Carpenter        | None                | 0.0         | NONE               | 0.00              |
| Carpenter        | None                | 0.0         | NONE               | 0.00              |
| Carpenter        | None                | 0.0         | NONE               | 0.00              |
| Carpenter        | None                | 0.0         | NONE               | 0.00              |
| <b>TOTAL HRS</b> |                     | <b>24.0</b> | <b>Total Labor</b> | <b>\$2,215.64</b> |

| Materials                  |                |      |          |           |                 |
|----------------------------|----------------|------|----------|-----------|-----------------|
| Vendor                     | Description    | Unit | Quantity | Unit Cost | Total Cost      |
|                            | Tape           | rl   | 16       | 7.20      | \$115.20        |
|                            | Gameline Paint | gal  | 1        | 100.00    | \$100.00        |
|                            |                |      |          | 40.00     | \$0.00          |
|                            |                |      |          | 40.00     | \$0.00          |
|                            |                |      |          | 0.05      | \$0.00          |
|                            |                |      |          |           | \$0.00          |
| <b>Total Material Cost</b> |                |      |          |           | <b>\$215.20</b> |

| Expenses              |      |          |           |                 |
|-----------------------|------|----------|-----------|-----------------|
| Description           | Unit | Quantity | Unit Cost | Total Cost      |
| Hotels Meals Etc      | MD   | 3.0      | 125.00    | 375.00          |
| Meals                 | MD   |          |           | 0.00            |
| Miliage               | Mile |          | 1.00      | 0.00            |
| Tolls                 | Trip |          | 15.00     | 0.00            |
| <b>Total Expenses</b> |      |          |           | <b>\$375.00</b> |

|             |                     |
|-------------|---------------------|
| Union       | NARCC 19/279        |
| County      | Orange              |
| Expires     | 7/1/2025            |
| Wrap UP Y N | N                   |
| Job #       | 4051N               |
| GC          | O'Connor            |
| Job Name    | Newburgh Rec Center |