



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: INTRODUCTORY LOCAL LAWS AMENDING CHAPTER
166 ENTITLED "TAXATION" OF THE CODE OF THE
TOWN OF NEWBURGH PROVIDING A TAX
EXEMPTION FOR MEMBERS OF VOLUNTEER FIRE
COMPANIES AND VOLUNTARY AMBULANCE
SERVICES AND CERTAIN SURVIVING SPOUSES
OUR FILE NO. 800.1(B)() (2023)

DATE: FEBRUARY 9, 2023

P: 845.562.9100
F: 845.562.9126

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

ATTORNEYS

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

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

COUNSEL

Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL

Craig F. Simon
Irene V. Villacci

Enclosed for the Town Board's consideration following the close of the public hearings scheduled for February 14, 2023, please find draft Resolutions of Adoption for the following three introductory local laws which have been prepared in consultation with the Assessor:

1. A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh Providing a Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services;
2. A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Who Received a Lifetime Exemption; and
3. A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Killed in the Line of Duty.

Also enclosed are copies of the Local Laws in final form which were previously delivered to the Board.

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Should you have any questions or concerns, please do not hesitate to contact me.

MCT:sel
Enc.

cc: Lisa M. Vance Ayers, Town Clerk (via e-mail)
Joseph P. Pedi, Receiver of Taxes (via e-mail)
Molly Carhart, Assessor (via e-mail)
Ronald Clum, Town Accountant (via e-mail)

TOWN OF NEWBURGH

LOCAL LAW NO. 2 OF 2023

A LOCAL LAW AMENDING CHAPTER 166 ENTITLED "TAXATION" OF THE CODE OF THE TOWN OF NEWBURGH PROVIDING A TAX EXEMPTION FOR MEMBERS OF VOLUNTEER FIRE COMPANIES AND VOLUNTARY AMBULANCE SERVICES

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF NEWBURGH, as follows:

Section 1. Title. This Local Law shall be entitled "A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh Providing a Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services."

Section 2. Purpose and Findings. It is the purpose of this Local Law to implement the authority granted to local taxing jurisdictions by Real Property Tax Law Section 466-a — Volunteer Firefighters and Volunteer Ambulance Workers. The Town Board of the Town of Newburgh finds and hereby determines that New York Real Property Tax Law Section 466-a makes available a new tax exemption for volunteer fire and ambulance service workers at the option of the local municipality. The Town Board of the Town of Newburgh further finds and determines that the Town of Newburgh should exercise said option and implement said tax exemption because it would enhance the ability to recruit and retain the volunteers that are the lifeblood of the volunteer fire and ambulance organizations currently serving the residents of Fire Districts within the Town of Newburgh and the Town's Ambulance District. Recruiting and retaining sufficient volunteers to serve these important functions is essential to maintaining the high quality of emergency service in our community and saving its taxpayers the significant expense of paid staff,

Section 3. Grant of Property Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Workers.

A. The definitions of "Qualified Member" and "Tax Exemption" contained in Section 166-24 entitled "Definitions" is hereby amended to read as follows:

"QUALIFIED MEMBER - An individual who has been an enrolled member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service for at least ~~five~~ two years prior to submitting an application for tax exemption and has obtained a certificate from the authority having jurisdiction for such organization certifying to such membership."

"TAX EXEMPTION - Ten percent of the assessed value of the real property constituting the applicant's primary residence for Town of Newburgh purposes, exclusive of special assessments, ~~which exemption shall not exceed \$3,000 multiplied by the latest New York State equalization rate available for the Town of Newburgh.~~"

B. Section 166-25 entitled "Exemption" of Article VII entitled "Exemption for Volunteer Fire Fighters and Volunteer Ambulance Workers of Chapter 166 entitled "Taxation" is hereby amended to read as follows:

"§ 166-25 Exemption.

A. ~~So long as Orange County qualifies under Real Property Tax Law § 466-F, a~~ An enrolled qualified member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service shall be granted a tax exemption as herein defined for property owned by the enrolled qualified member or the enrolled qualified member and spouse, provided that:

(1) Such qualified member resides in the Town of Newburgh and the Town of Newburgh is served by the incorporated volunteer fire company, fire department or the incorporated voluntary ambulance service of which the individual is a member;

(2) The property upon which such qualified member is seeking this exemption is the primary residence of such qualified member, and such property is used exclusively for residential purposes. To the extent such property has uses other than as the qualified member's residence, such exemption shall apply only to the portion of such property used exclusively for the member's residence. The assessor may request proof of primary residence; and

(3) Such qualified member files satisfactory proof of certification, as determined by the Town Board, of enrolled membership in the fire company or department or ambulance service and an application ~~annually~~ with the Town of Newburgh Assessor's office on or before the taxable status date on forms to be provided by the State Board of Real Property Services. The minimum certified service requirement for each applicant shall be at least 2 years of service.

(4) Each incorporated volunteer fire company, incorporated volunteer fire department and incorporated voluntary ambulance service serving the Town shall file a notice annually with the Assessor, prior to the applicable taxable status date, certifying its enrolled members with 2 or more years of service and surviving spouses of deceased members qualified for exemption. Such notice shall list, as of the applicable taxable status date, the number of years of service served by each such enrolled member and such enrolled member's address of residence.

B. An enrolled qualified member of an incorporated volunteer fire company, fire department or incorporated voluntary ambulance service which serves Orange County who otherwise meets the above criteria, and has accrued more than 20 years of active service and is so certified by such organization shall be granted a lifetime tax exemption as herein defined of ten percent.”

Section 4. Severability. If any clause, sentences paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York Municipal Home Rule Law.

TOWN OF NEWBURGH

LOCAL LAW NO. 3 OF 2023

**A LOCAL LAW AMENDING CHAPTER 166 ENTITLED "TAXATION" OF THE
CODE OF THE TOWN OF NEWBURGH PROVIDING A TAX EXEMPTION FOR
SURVIVING SPOUSES OF MEMBERS OF VOLUNTEER FIRE COMPANIES AND
VOLUNTARY AMBULANCE SERVICES WHO RECEIVED A LIFETIME
EXEMPTION**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF NEWBURGH, as follows:

Section 1. Title. This Local Law shall be entitled "A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Who Received a Lifetime Exemption."

Section 2. Purpose and Findings. It is the purpose of this Local Law to further implement the authority granted to local taxing jurisdictions by Real Property Tax Law Section 466-a — Volunteer Firefighters and Volunteer Ambulance Workers to provide that surviving spouses of members of volunteer fire companies and voluntary ambulance services who received a lifetime exemption can receive the tax exemption. The Town Board of the Town of Newburgh finds and hereby determines that New York Real Property Tax Law Section 466-a makes available a new tax exemption for surviving spouses of volunteer fire and ambulance service workers who received a lifetime exemption, at the option of the local municipality. The Town Board of the Town of Newburgh further finds and determines that the Town of Newburgh should exercise said option and implement said tax exemption because it would enhance the ability to recruit and retain the volunteers that are the lifeblood of the volunteer fire and ambulance organizations currently serving the residents of Fire Districts within the Town of Newburgh and the Town's Ambulance District. Recruiting and retaining sufficient volunteers to serve these important functions is essential to maintaining the high quality of emergency service in our community and saving its taxpayers the significant expense of paid staff.

Section 3. Grant of Property Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Who Received a Lifetime Exemption.

Section 166-25 entitled "Exemption" of Article VII entitled "Exemption for Volunteer Fire Fighters and Volunteer Ambulance Workers of Chapter 166 entitled "Taxation" is hereby amended by the addition of Subsection 166-25C to read as follows:

"C. An un-remarried spouse of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may qualify for a continued exemption provided, however, that:

(1) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of a deceased enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service; and

(2) such deceased volunteer had been an enrolled member for at least twenty years; and

(3) such deceased volunteer and un-remarried spouse had been receiving the exemption for such property prior to the death of such volunteer.

Applications for such exemption shall be filed with the assessor on or before the taxable status date on a form as prescribed by the State Board of Real Property Services .”

Section 4. Severability. If any clause, sentences paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York Municipal Home Rule Law.

TOWN OF NEWBURGH

LOCAL LAW NO. 4 OF 2023

A LOCAL LAW AMENDING CHAPTER 166 ENTITLED "TAXATION" OF THE CODE OF THE TOWN OF NEWBURGH PROVIDING A TAX EXEMPTION FOR SURVIVING SPOUSES OF MEMBERS OF VOLUNTEER FIRE COMPANIES AND VOLUNTARY AMBULANCE SERVICES KILLED IN THE LINE OF DUTY

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF NEWBURGH, as follows:

Section 1. Title. This Local Law shall be entitled "A Local Law Amending Chapter 166 entitled 'Taxation' of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Killed in the Line of Duty."

Section 2. Purpose and Findings. It is the purpose of this Local Law to further implement the authority granted to local taxing jurisdictions by Real Property Tax Law Section 466-a — Volunteer Firefighters and Volunteer Ambulance Workers to provide that surviving spouses of members of volunteer fire companies and voluntary ambulance services killed in the line of duty continue to receive or have a tax exemption reinstated that the deceased member had been receiving. The Town Board of the Town of Newburgh finds and hereby determines that New York Real Property Tax Law Section 466-a makes available a new tax exemption for surviving spouses of volunteer fire and ambulance service workers killed in the line of duty, at the option of the local municipality. The Town Board of the Town of Newburgh further finds and determines that the Town of Newburgh should exercise said option and implement said tax exemption because it would enhance the ability to recruit and retain the volunteers that are the lifeblood of the volunteer fire and ambulance organizations currently serving the residents of Fire Districts within the Town of Newburgh and the Town's Ambulance District. Recruiting and retaining sufficient volunteers to serve these important functions is essential to maintaining the high quality of emergency service in our community and saving its taxpayers the significant expense of paid staff.

Section 3. Grant of Property Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Who Received a Lifetime Exemption.

Section 166-25 entitled "Exemption" of Article VII entitled "Exemption for Volunteer Fire Fighters and Volunteer Ambulance Workers of Chapter 166 entitled "Taxation" is hereby amended by the addition of Subsection 166-25D to read as follows:

"D. The pre-existing exemption of a deceased enrolled member of an incorporated volunteer fire company, fire department, or incorporated voluntary ambulance service may be continued or reinstated for such enrolled member's un-remarried spouse if such member is killed in the line of duty; provided, however, that:

(1) such un-remarried spouse is certified by the authority having jurisdiction for the incorporated volunteer fire company, fire department or incorporated voluntary ambulance service as an un-remarried spouse of an enrolled member of such incorporated volunteer fire company, fire department or incorporated voluntary ambulance service who was killed in the line of duty; and

(2) such deceased volunteer had been an enrolled member for at least five years; and

(3) such deceased volunteer had received the exemption prior to his or her death.

Applications for such exemption shall be filed with the assessor on or before the taxable status date on a form as prescribed by the State Board of Real Property Services.”

Section 4. Severability. If any clause, sentences paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective Date. This local law shall take effect immediately upon filing with the Secretary of State pursuant to Section 27 of the New York Municipal Home Rule Law.

DRAFT

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 February, 2023 at 7:00 o'clock p.m.

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- Scott M. Manley, Councilman
- Anthony R. LoBiondo, Councilman

RESOLUTION OF ADOPTION OF LOCAL LAW AMENDING CHAPTER 166 ENTITLED "TAXATION" OF THE CODE OF THE TOWN OF NEWBURGH: PROVIDING A TAX EXEMPTION FOR MEMBERS OF VOLUNTEER FIRE COMPANIES AND VOLUNTARY AMBULANCE SERVICES

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

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 23rd day of January, 2023 introducing and ordering a public hearing to be held on the 14th day of February, 2023 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on proposed Local Law No. 1 of the Year 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh Providing a Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services "; and

WHEREAS, a notice of Public Hearing was duly advertised on the __th day of _____, 2023 in The Mid-Hudson Times and posted on the Town Clerk's sign board on the __rd day of _____, 2023; and

WHEREAS, the Public Hearing was duly held on the 14th day of February, 2023 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 adoption of said Local Law and related Local Laws providing the real property assessment exemption for volunteer firefighters and ambulance workers and certain of their surviving spouses constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

WHEREAS, due to the introduction or adoption of intervening local laws, said Local Law shall be designated as Town of Newburgh Local Law No. 2 of the Year 2023 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 #2 of 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh Providing a Tax Exemption for Members of Volunteer Fire Companies and Voluntary Ambulance Services".
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>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<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>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted

DRAFT

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 February, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF ADOPTION
OF LOCAL LAW
AMENDING CHAPTER 166
ENTITLED "TAXATION"
OF THE CODE OF
THE TOWN OF NEWBURGH:
PROVIDING A TAX EXEMPTION
FOR SURVIVING SPOUSES OF
MEMBERS OF VOLUNTEER OF
FIRE COMPANIES AND
VOLUNTARY AMBULANCE SERVICES
WHO RECEIVED A LIFETIME
EXEMPTION

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

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 23rd day of January, 2023 introducing and ordering a public hearing to be held on the 14th day of February, 2023 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on proposed Local Law No. 2 of the Year 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Who Received a Lifetime Exemption "; and

WHEREAS, a notice of Public Hearing was duly advertised on the __th day of _____, 2023 in The Mid-Hudson Times and posted on the Town Clerk's sign board on the __rd day of _____, 2023; and

WHEREAS, the Public Hearing was duly held on the 14th day of February, 2023 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 adoption of said Local Law and related Local Laws providing the real property assessment exemption for volunteer firefighters and ambulance workers and certain of their surviving spouses constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

WHEREAS, due to the introduction or adoption of intervening local laws, said Local Law shall be designated as Town of Newburgh Local Law No. 3 of the Year 2023 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 #3 of 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Who Received a Lifetime Exemption".
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>Elizabeth J. Greene, Councilwoman</u>	voting
<u>Paul I. Ruggiero, Councilman</u>	voting
<u>Scott M. Manley, Councilman</u>	voting
<u>Anthony R. LoBiondo, Councilman</u>	voting
<u>Gilbert J. Piaquadio, Supervisor</u>	voting

The resolution was thereupon declared duly adopted

DRAFT

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 February, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Elizabeth J. Greene, Councilwoman
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R. LoBiondo, Councilman

RESOLUTION OF ADOPTION
OF LOCAL LAW
AMENDING CHAPTER 166
ENTITLED "TAXATION"
OF THE CODE OF
THE TOWN OF NEWBURGH:
PROVIDING A TAX EXEMPTION
FOR SURVIVING SPOUSES OF
MEMBERS OF VOLUNTEER
FIRE COMPANIES AND
VOLUNTARY AMBULANCE SERVICES
KILLED IN THE LINE OF DUTY

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

WHEREAS, the Town Board of the Town of Newburgh adopted a resolution on the 23rd day of January, 2023 introducing and ordering a public hearing to be held on the 14th day of February, 2023 at 7:00 o'clock p.m., prevailing time, to hear all interested parties on proposed Local Law No. 3 of the Year 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Killed in the Line of Duty"; and

WHEREAS, a notice of Public Hearing was duly advertised on the ___th day of _____, 2023 in The Mid-Hudson Times and posted on the Town Clerk's sign board on the ___rd day of _____, 2023; and

WHEREAS, the Public Hearing was duly held on the 14th day of February, 2023 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 adoption of said Local Law and related Local Laws providing the real property assessment exemption for volunteer firefighters and ambulance workers and certain of their surviving spouses constitutes a legislative action pertaining to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and accordingly is a Type II Action under the State Environmental Quality Review Act; and

WHEREAS, due to the introduction or adoption of intervening local laws, said Local Law

shall be designated as Town of Newburgh Local Law No. 4 of the Year 2023 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 #4 of 2023 entitled "A Local Law Amending Chapter 166 entitled "Taxation" of the Code of the Town of Newburgh Providing a Tax Exemption for Surviving Spouses of Members of Volunteer Fire Companies and Voluntary Ambulance Services Killed in the Line of Duty".
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:

Elizabeth J. Greene, Councilwoman voting _____

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

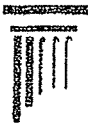
The resolution was thereupon declared duly adopted

Town Board Meeting February 14, 2023

#7B

Review Status Report and Budget Status Report for January 2023

#9



E. STEWART
Jones Hacker Murphy LLP
ATTORNEYS & COUNSELORS AT LAW

Please send all mail to:
SCHENECTADY

January 13, 2023

MAIN OFFICE:
28 SECOND STREET
TROY, NY 12180

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305

511 BROADWAY
SARATOGA SPRINGS, NY 12866

41 STATE STREET, SUITE 604-05
ALBANY, NY 12207

PHONE: (518) 274-5820
FAX: (518) 274-5875

VIA E-MAIL - mtaylor@riderweiner.com

Mark C. Taylor, Esq.
Rider, Weiner & Frankel P.C.
P.O. Box 2280
Newburgh, New York 12550

RE: The Livanos Group LLC and OSJ of Newburgh LLC v. Town of Newburgh
Index Nos. EF004272-2022
Our File No. 5018.191

www.joneshacker.com

Dear Mark:

Attached please find the proposed Stipulation of Settlement and Order for the above-referenced matter; there is currently one year pending.

The subject parcel is a multi-tenant commercial property +/- 53,395 sq. ft. located at 88 N Plank Road (Tax Map #77-2-2.1). The 2022 FMV is \$7,742,900 (AV \$1,912,500). After review of the March 2022 Purchase and Sale Contract (\$4,100,000 purchase price) and the leases, this settlement was negotiated.

The proposed settlement reduces the 2022 assessment of the property to an equalized FMV of \$4,100,000 (AV \$1,012,700). The provisions of RPTL §727 shall apply, subject to the usual statutory exceptions. After considering the costs of trial-ready appraisals and further litigation, we feel that this is a good settlement.

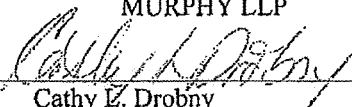
I have attached for your review a copy of the refund liability charts, which show the potential liability versus the proposed settlement refund liability.

We recommend that the Town Board authorize us to enter into this settlement as proposed. Please place this matter on the agenda for the next Newburgh Town Board meeting for approval. Once the Resolution passes, please let me know and I will sign the Order.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

E. STEWART JONES HACKER
MURPHY LLP

By: 
Cathy E. Drobny
cdrobny@joneshacker.com
Direct Dial: (518) 213-0116

CLD:kah

Attachments

cc: Molly Carhart, Assessor
Gilbert Piaquadio, Supervisor

STATE OF NEW YORK
SUPREME COURT COUNTY OF ORANGE

In the Matter of the Application of
THE LIVANOS GROUP LLC AND
OSJ OF NEWBURGH LLC,

Petitioners,

vs.

**STIPULATION OF SETTLEMENT
AND ORDER**

THE TOWN OF NEWBURGH, NEW YORK,
AND ITS ASSESSOR AND
BOARD OF ASSESSMENT
REVIEW,

Index No. EF004272-2022

Respondents.

and

NEWBURGH ENLARGED CITY SCHOOL
DISTRICT,

Intervenor-Respondent.

WHEREAS, Petitioners commenced a judicial review proceeding pursuant to Real Property Tax Law Article 7 against the Town of Newburgh for tax year 2022/23 to review the assessment on property it owns in the Town of Newburgh located at 88 North Plank Road and identified on the Town's assessment rolls as Tax Map Parcel No. 77-2-2.1 ("Subject Property"); and

WHEREAS, the Respondent Town of Newburgh served a Notice of Appearance; and

WHEREAS, the Newburgh Enlarged City School District served a Notice of Appearance and thereby became an Intervenor-Respondent; and

WHEREAS, the parties entered into settlement discussions and are desirous of settling and discontinuing the above-captioned proceeding based upon this Stipulation of Settlement and Order;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the respective parties herein that:

1. The total assessment of the Subject Property (Tax Map Parcel No. 77-2-2.1) shall be reduced from \$1,912,500 to \$1,012,700 on the 2022 final assessment roll.
2. The provisions of RPTL 727 shall apply.
3. The officials of the Town of Newburgh, the County of Orange and the Newburgh Enlarged City School District and every other taxing entity, district or municipal corporation having custody of or levying taxes upon the basis of said assessment roll or any copy thereof, be directed and so ordered to make or cause to be made on the proper books and records the entries and changes necessary to correct said assessments pursuant to paragraph 1 above.
4. Refunds for taxes paid and collected in excess of the corrected and reduced assessment shall be payable by the Town of Newburgh, the Newburgh Enlarged City School District, the County of Orange, the affected Fire District, Library and any other affected taxing entities. Refunds shall be paid without interest so long as said refunds are received within 60 days from receipt of the Demand for Refund. If refunds are not received within said 60-day period, then statutory interest shall be due and calculated from the respective dates of payment.

5. Such refunds shall be payable to "OSJ of Newburgh LLC" and mailed as follows:

OSJ of Newburgh LLC
Attention: Pat Rose
Ocean State Job Lot
375 Commerce Park Road
North Kingstown, Rhode Island 02852

A copy of the checks and refund calculations shall be sent to Debra Sullivan, Esq.,
Barclay Damon LLP, 125 East Jefferson Street, Syracuse, New York 13202.

6. Approval of this settlement and all required authorizations and enactments by the necessary parties shall be made in good faith and as expeditiously as possible.
7. The parties shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and any Order entered thereon, and to otherwise enforce the terms by whatever means provided by law.
8. The parties acknowledge that this Stipulation of Settlement is entered into for good and valuable consideration and that no costs or allowances shall be awarded to, by or against either party and that upon compliance with the terms of this Stipulation of Settlement and Order, the above-captioned proceeding shall be and the same is settled and discontinued.
9. It is hereby stipulated and agreed that the Assessor of the Town of Newburgh be directed and ordered to correct the assessment in accordance with the terms of this Stipulation and that a copy of this Stipulation and Order be filed among the records of the Assessor of the Town of Orange.
10. The parties agree that this Stipulation and Order:
 - a. Shall not affect the assessments levied upon any other parcel or parcels of real property in the Town of Newburgh; and

- b. Is entered into to resolve the pending proceeding and in no event shall it be offered or admitted in any other proceeding by the parties or by any third parties as competent evidence of any fact; and
- c. Shall be filed in the Orange County Clerk's Office.

11. The parties further agree that this Stipulation and Order may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument. Signatures transmitted by facsimile machine or signatures transmitted via email in a "PDF" format may be used in place of original signatures.

Dated: _____

Dated: _____

BARCLAY DAMON LLP

E. STEWART JONES HACKER MURPHY LLP

By _____
Debra C. Sullivan, Esq.

By _____
Cathy L. Drobny, Esq.

Attorneys for Petitioners
125 East Jefferson Street
Syracuse, New York 13202
(315) 413-7122

Attorneys for Respondents
200 Harborside Drive, Suite 300
Schenectady, New York 12305
(518) 274-5820

Dated: _____

SHAW, PERELSON, MAY & LAMBERT, LLP

By _____
Ira S. Levy, Esq.

Attorneys for Intervenor-Respondent
115 Stevens Avenue
Valhalla, New York 10595
(914) 741-9870

IT IS SO ORDERED:

Dated: _____, 2023

By _____
Hon. Robert A. Onofry
Justice of the Supreme Court

ENTER

Livanos Group LLC, OSJ of Newburgh, Town of Newburgh, 88 N Plank Road, Current Tax Bill						
Year	Parcel Number	Assessed Value	Eq. Rate	FMV	Tax Rate	Refund Liability
2022	77-2-2.1	\$1,912,500	24.70%	\$7,742,915	County	\$ 11.0917 \$ 21,212.88
					Town	\$ 10.9134 \$ 20,871.88
					Highway	\$ 4.6423 \$ 8,878.40
					Cronomer vly fire	\$ 4.7834 \$ 9,148.25
					Consol It	\$ 0.4765 \$ 911.31
					Consol wtr 1	\$ 1.4603 \$ 2,792.82
					Consol wtr 2	\$ 2.5304 \$ 4,839.39
					School	\$ 71.391298 \$ 136,535.86
					Library	\$ 3.589386 \$ 6,864.70
					County	\$ 21,212.88
					Town	\$ 20,871.88
					Highway	\$ 8,878.40
					Cronomer	\$ 9,148.25
					Consol It	\$ 911.31
					Consol wtr 1	\$ 2,792.82
					Consol wtr 2	\$ 4,839.39
					School	\$ 136,535.86
					Library	\$ 6,864.70

Livanos Group, LLC - OSJ of Newburgh v. Town of Newburgh 88 N Plank Road Refund

Year	Parcel Number	Assessed Value	Revised AV Per Settlement	Eq. Rate	FMV	Revised FMV per Settlement	Difference AV and Revised AV	Tax Rate	Refund Liability
2022	77-2-2.1	\$1,912,500	\$1,012,700	24.70%	\$7,742,915	\$4,100,000	\$899,800	County Town Highway	\$ 11,091.7 \$ 10,913.4 \$ 4,642.3
								Cronomer vly fire	\$ 4,304.10
								Consol ft	\$ 0.4765
								Consol wtr 1	\$ 1,460.3
								Consol wtr 2	\$ 2,530.4
								School	\$ 71,391,298
								Library	\$ 3,589,396
								County	\$ 9,980.31
								Town	\$ 9,819.88
								Highway	\$ 4,177.14
								Cronomer	\$ 4,304.10
								Consol ft	\$ 428.75
								Consol wtr 1	\$ 1,313.98
								Consol wtr 2	\$ 2,276.85
								School	\$ 64,237.89
								Library	\$ 3,229.73

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the ___th day of February, 2023 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Elizabeth J. Greene, Councilwoman

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING SETTLEMENT OF
PROCEEDINGS UNDER ARTICLE
7 OF THE REAL PROPERTY
TAX LAW:
SBL #77-2- 2.1
THE LIVANOS GROUP LLC AND
OSJ OF NEWBURGH, LCC
(88 NORTH PLANK ROAD)
INDEX NUMBER 2022-EF004272

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

WHEREAS, THE LIVANOS GROUP LLC and OSJ OF NEWBURGH, LLC (the "Petitioners") have instituted proceedings under Article 7 of the Real Property Tax Law by which Petitioners seeks to obtain judicial review and reduction of the assessment of real property in the Town of Newburgh, Orange County, New York, consisting of a multi-tenant commercial building and related improvements located on a parcel of land at 99 North Plank Road (Section 77-Block 2-Lot 2.1) on the tax assessment roll for the tax year 2022; and

WHEREAS, special counsel to the Town, E. Stewart Jones Hacker Murphy, LLP, has negotiated a settlement of the proceeding with the Petitioner, the terms of which are embodied in a proposed Stipulation of Settlement and Order annexed hereto and recommended that the Town Board authorize the settlement; and

WHEREAS, after review and discussion, the Town Board has determined it to be in the best interests of the Town to authorize the settlement.

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby authorizes and directs E. Stewart Jones Hacker Murphy, LLP to execute and deliver the Stipulation of Settlement and Order on behalf of the Town; and

BE IT FURTHER RESOLVED, that E. Stewart Jones Hacker Murphy, LLP, the Supervisor, the Attorney for the Town, the Town's Assessor and other officers of the Town are hereby authorized to take such actions and to make, execute and deliver, or cause to be made, executed and delivered, in the name of and on behalf of the Town, all such certificates, documents and papers as

may be necessary to effectuate and carry out the settlement; and

BE IT FURTHER RESOLVED that the aforesaid resolutions shall take effect immediately.

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

Elizabeth J. Greene, Councilwoman voting _____

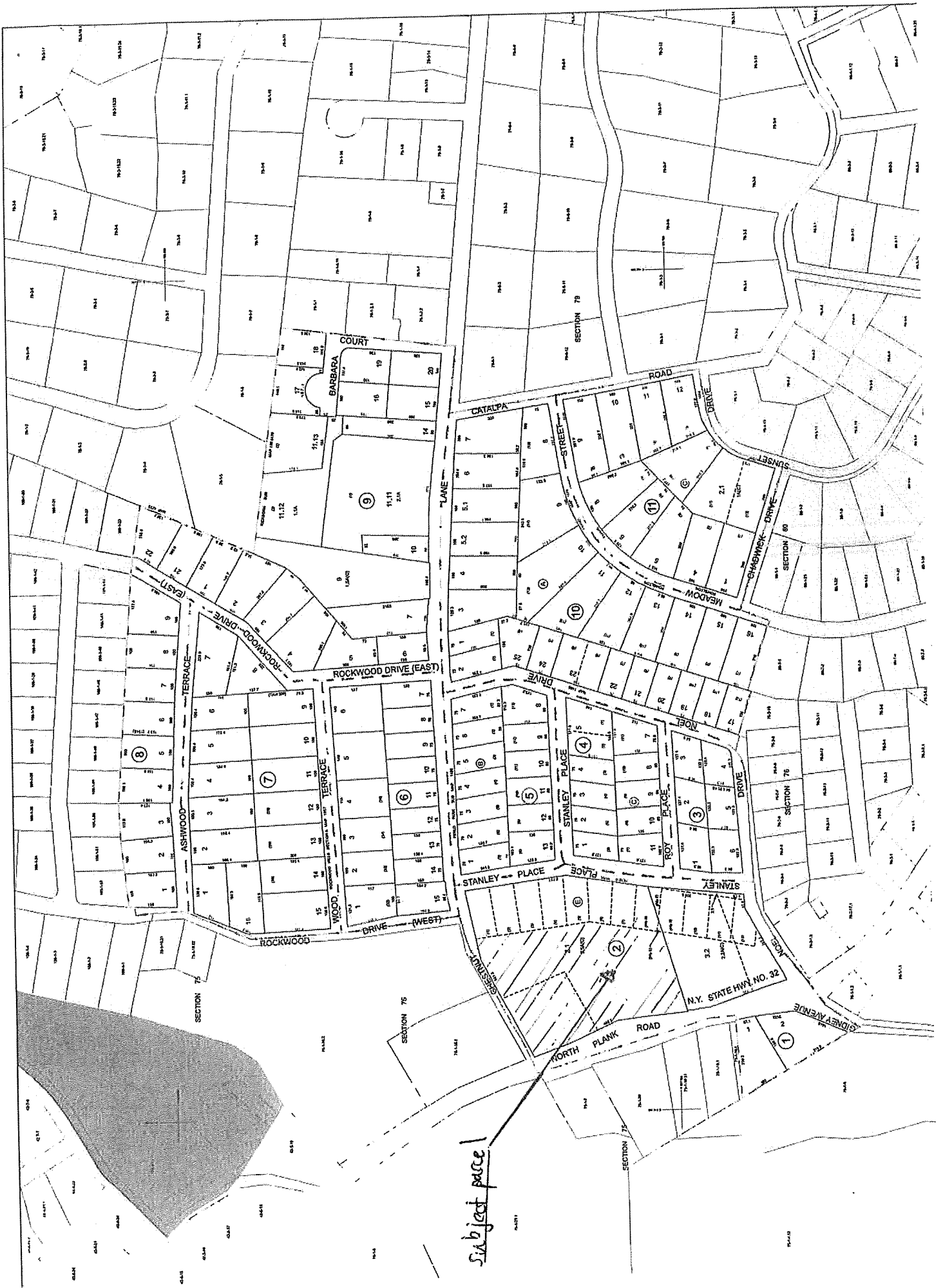
Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiondo, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted



subject parcel

Navigation GIS Map Tax Maps | DTF Links

Commercial

- Property Info
- Owner/Sales
- Inventory
- Improvements
- Tax Info
- Report
- Comparables

Com. Sites

< 1 >

Municipality of Newburgh

SWIS: 334600 Tax ID: 77-2-2.1

Tax Map ID / Property Data

Status:	Active	Roll Section:	Taxable
Address:	88 N Plank Rd		
Property Class:	454 - Supermarket	Site Property Class:	454 - Supermarket
Ownership Code:			
Site:	Com 1	In Ag. District:	No
Zoning Code:	-	Bldg. Style:	Not Applicable
Neighborhood:	40414 -	School District:	Newburg
Property Description:	Lts 1-7 & Pt Lts 8,9 Fenlo Pk Map 1468 & Parcel		
Total Acreage/Size:	5.50	Equalization Rate:	---
Land Assessment:	2022 - \$429,000	Total Assessment:	2022 - \$1,912,500
Full Market Value:	2022 - \$7,742,900		
Deed Book:	15271	Deed Page:	1872
Grid East:	619993	Grid North:	981714
Bank Code:	N/A		

Special Districts for 2022

Description	Units	Percent	Type	Value
AM010-Newburgh Ambulance	0	0%		0
FD008-Cronomer vly fire	0	0%		0
LT004-Consol It	0	0%		0
WD001-Consol wtr 1	0	0%		0
WD002-Consol wtr 2	0	0%		0

Land Types

Type	Size
Primary	4.50 acres

Photographs

(Click on photo to enlarge it.)

Photo

Photo 1 of 17

Pictometry Connect

Documents

No documents found for this parcel

Maps

- View Tax Map
- Pin Property on GIS Map
- View in Google Maps
- View in Bing Maps

Map Disclaimer



#10A

TOWN OF NEW WINDSOR SUPERVISOR'S OFFICE

555 UNION AVENUE NEW WINDSOR, NEW YORK 12553
(845) 563-4610 FAX: (845) 420-6336
NEWWINDSOR-NY.GOV

GEORGE J. MEYERS, TOWN SUPERVISOR

January 25, 2023

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

Re: Inter-Municipal Loan of Equipment – Portable Generators

Dear Supervisor Piaquadio:

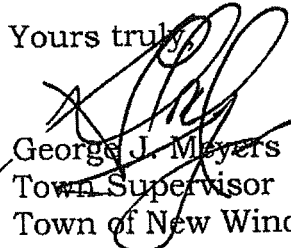
This will confirm the agreement between Town of New Windsor and Town of Newburgh for Town of New Windsor's sharing of its portable generator(s) with Town of Newburgh, on a temporary basis, without payment or consideration upon the request of the Town of Newburgh.

The portable generator(s) shall always be first available to Town of New Windsor. Therefore, assuming the generators are not in use by Town of New Windsor, the portable generator(s) will be available to Town of Newburgh, on a temporary basis at Town of Newburgh's request, on dates and times to be mutually agreed upon by the heads of our respective Water and/or Engineering Departments.

Prior to the loan of any portable generator, Town of Newburgh shall provide Town of New Windsor with a General Liability Acord naming Town of New Windsor as an additional insured on its policy, with respect to the use and operation of said portable generator(s). The coverage period shall commence as of the date of your signature and end December 31, 2023, or such earlier date as the Town of Newburgh's liability insurance coverage terminates.

Please indicate the Town of Newburgh's acknowledgement and agreement to the loan and insurance condition by signing and returning the enclosed counterpart of this letter.

Yours truly,


George J. Meyers
Town Supervisor
Town of New Windsor

GJM/jtm
Enc.

Acknowledged and Agreed:

Town of Newburgh

By: _____
Gilbert J. Piaquadio, Supervisor

#10B



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

January 18, 2022

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
Attn: Hon. George J. Meyers, Supervisor

Re: Inter-Municipal Loan of Equipment

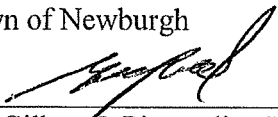
Dear Supervisor Meyers:

I write to confirm the Town of Newburgh's agreement to lend its valve exercising/turning equipment and an operator on a temporary basis at the Town of New Windsor's request, on dates and at times to be mutually agreed upon by the heads of our respective Water Departments. The temporary loans will take place without any payment or other consideration required to be made by New Windsor, during the period commencing as of the date of your signature and ending December 31, 2022 or such earlier date as the Town of New Windsor's liability insurance coverage terminates, and subject to the Town of Newburgh being named as an additional insured on the Town of New Windsor's liability insurance policies, with respect to the use and operation of said equipment during said period.

Please indicate the Town of New Windsor's acknowledgment and agreement to the loan and insurance condition by signing and returning the enclosed counterpart of this letter.

Very truly yours,

Town of Newburgh

By: 
Gilbert J. Piaquadio, Supervisor

Acknowledged and agreed:

Town of New Windsor

By: 
George J. Meyers, Supervisor

Date: 1/28, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling, Inc. 420 E. Main Street Middletown NY 10940		CONTACT NAME: Marie Clardy PHONE (A/C, No, Ext): (845) 567-1000 E-MAIL ADDRESS: mclardy@marshallsterling.com FAX (A/C, No): (845) 567-1030	
INSURED Town of New Windsor 555 Union Avenue New Windsor NY 12553		INSURER(S) AFFORDING COVERAGE INSURER A: Nat'l Fire Ins Co of Hartford NAIC # 20478 INSURER B: Berkley Insurance Company 32803 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL21122112457 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MNP419707085	12/24/2021	12/24/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MNA419708544	12/24/2021	12/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			MKP22200054	12/24/2021	12/24/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

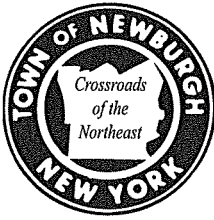
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Newburgh is an additional insured if required by written contract, per endorsement number CG2026 with regard to the operation and use of the Town of Newburgh's valve exercising equipment on behalf of the Town of New Windsor.

CERTIFICATE HOLDER**CANCELLATION**

Town of Newburgh 1496 Route 300 Newburgh NY 12550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

#11



HIGHWAY DEPARTMENT


90 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

TELEPHONE 845-561-2177

FAX 845-561-8987

MARK HALL
HIGHWAY SUPERINTENDENT

TO: Gil Piaquadio, Supervisor & Town Board Members

FROM: Mark Hall, Highway Superintendent 

DATE: January 31, 2023

RE: Summer Material and Other Bids

I would like to be put on the agenda, to go out to bid for the Summer Materials including Guide Rails, Chip Spreader, Wheel Rubber Tire Roller, and Aluminum Box Culverts. Also the individual bids for the Cold Milling Machine, Tree Cutting & Heavy Equipment Rentals. The dates will be worked out with the Town Clerk's Office.

If you have any questions please feel free to call me. Thanking you in advance.

MH/ch

cc: Ron Clum, Accounting

#12A



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: February 3, 2023

RE: Full Time Recreation Department Position

We are requesting your approval to begin the process to hire a Full Time Recreation Aide for the Desmond campus. The funds for this position have been approved in the 2023 Budget.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Jim Presutti', with a long horizontal flourish extending to the right.

Jim Presutti

#12B



TOWN OF NEWBURGH RECREATION DEPARTMENT

311 ROUTE 32, NEWBURGH, NY 12550

Jim Presutti

Commissioner of Parks, Recreation & Conservation

845-564-7815

FAX: 845-564-7827

TO: Gil Piaquadio, Supervisor
Town Board Members

CC: Charlene Black, Personnel

FROM: Jim Presutti, Commissioner

DATE: February 3, 2023

RE: Part Time Laborer Position

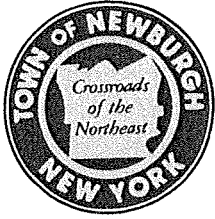
At this time we are requesting your approval to begin the process to hire a Part Time Laborer (park guard) to fill the position currently open in the Recreation Department. The funds for this position are in the current 2023 Budget.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Jim", with a long horizontal flourish extending to the right.

Jim Presutti



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

#13 Lisa

PERSONNEL DEPT.

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

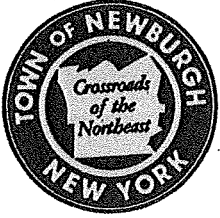
To: Supervisor Piaquadio
Town Board

From: Charlene M Black, Personnel

Date: February 8, 2023

Re: Part-time Parking Enforcement Officer

Please find attached a letter from Chief Campbell requesting Papproval to hire Lorimer Erdaide as a Part-time Parking Enforcement Officer. Chief Campbell would like to hire Mr. Erdaide on or after February 27th, 2023 with a salary of \$17.31 per hour. Approval will be pending the outcome of his physical, drug, and alcohol testing, fingerprints, and completion of all paperwork. Thank you in advance for your time in this matter.



TOWN OF NEWBURGH POLICE DEPARTMENT
300 Gardnertown Road, Newburgh, New York 12550

DONALD B. CAMPBELL
CHIEF OF POLICE

Phone: (845) 564-1100
Fax: (845) 564-1870

February 8, 2023

To: Newburgh Town Board

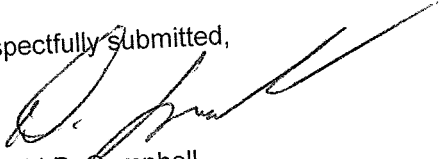
Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Parking enforcement

I am requesting authorization to hire Lorimer Erdaide as a part-time Parking Enforcement Officer at a starting rate of 17.31 per hour. This is a budgeted position that is currently vacant. I am requesting Mr. Erdaide be given a start date on or after February 27th 2023. Fund appropriation 3120.5100

Respectfully Submitted,


Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Lorimer Erdaide

DEPARTMENT: Police

TITLE OF POSITION: Parking Enforcement

FULL TIME OR PART TIME: P/T

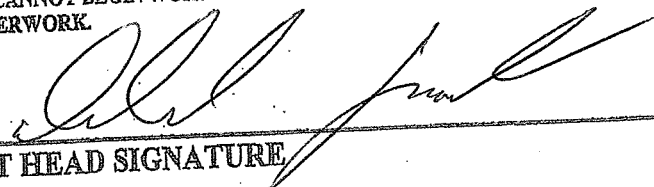
HOURLY RATE: 17.31 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120. 5100

PROPOSED HIRE DATE: On or after 2/27/23

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


DEPARTMENT HEAD SIGNATURE

2/8/23
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL DEPARTMENT

#14A



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 1/27/23

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

*Totaling: \$ 224.80

Canine: \$ 134.80

Feline: \$ 90.00

Other: \$

TOWN OF NEWBURGH

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

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS
All Creatures Veterinary Care, PLLC
DBA: Newburgh Veterinary Hospital
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
9/23	837157			90.05
11/23	837403			44.75
			TOTAL	134.80

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 134.80 is true and correct, that the items, services and materials ordered were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/26/2023 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.

1/27/23 Date [Signature] Authorized Official

APPROVAL FOR PAYMENT

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

Date COPY Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 01-26-23 at 5:28p
Date: 01-09-23
Account: 19984
Invoice: 837157

Date	For	Qty	Description	Price	Discount	Net Price	
01-09-23	#2-23 Ginger	1	CANINE RABIES / 1YEAR	50.50	33.25	17.25	**
01-03-23	39-20 Alley	1	Adequan 5ml Vial (Glycosaminogly	112.00	39.20	72.80	**
Total charges, this invoice...						90.05	
**Total discount included: 72.45							

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

Reminders for: #2-23 Ginger	Last done
07/23	FECAL EXAM
07/23	Canine Kennel Cough Vacc -1 ye
01/24	CANINE RABIES / 3 YEAR

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

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 01-26-23 at 5:27p

Date: 01-11-23

Account: 19984

Invoice: 837403

Date	For	Qty	Description	Price	Discount	Net Price
01-09-23	#3-23 Lucy	1	CONSULT / EXAM - Annual Wellne	79.00	51.50	27.50 **
01-09-23		1	CANINE RABIES / 3 YEAR	50.50	33.25	17.25 **
01-09-23			DIAGNOSIS: Alopecia			0.00
01-09-23			DIAGNOSIS: Periodontal disease grade 4/4			0.00
Total charges, this invoice...						44.75
**Total discount included: 84.75						

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

Reminders for: #3-23 Lucy (Weight: 7.8 lbs - 16y)		Last done
07/23	FECAL EXAM	
07/23	Canine Kennel Cough Vacc -1 ye	
01/26	CANINE RABIES / 3 YEAR	01-09-23

Doctor's Instructions

Periodontal disease grade 4/4

Your pet has severe periodontal disease. To prevent further health problems, please be sure to schedule a dentistry as soon as possible

#3-23 Lucy's weight history (in lbs)

01-09-23 7.80

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.

TOWN OF NEWBURGH

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

DEPARTMENT Animal Control

CLAIMANT'S NAME AND ADDRESS
All Creatures Veterinary Care, PLLC
DBA: 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
<u>1/24/23</u>	<u>838771</u>	<u>Feline</u>		<u>90.00</u>
			TOTAL	90.00

CLAIMANT'S CERTIFICATION

Dora M Cast certify that the above account in the amount of \$ 90.00 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or estimated; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

1/26/23
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.

1/27/23
Date

[Signature]
Authorized Official

APPROVAL FOR PAYMENT

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

Date

Auditing Board

INVOICE

Newburgh Veterinary Hospital

1716 Route 300
Newburgh, NY 12550
845 564-2660

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

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

Printed: 01-26-23 at 5:32p
Date: 01-24-23
Account: 4417
Invoice: 838771

Date	For	Qty	Description	Price	Discount	Net Price
01-24-23	2K-23 Neuro Kit	1	Rabies Sample Prep	287.00	287.00	0.00 **
01-24-23		1	Shelter euthanasia and body care f			90.00
Total charges, this invoice...						90.00
**Total discount included: 287.00						

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

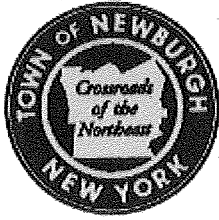
LIKE US ON FACEBOOK.COM!

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

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

COPI

#14B



TOWN OF NEWBURGH ANIMAL CONTROL & SHELTER

645 GIDNEY AVE. NEWBURGH, NY 12550

TEL: (845)561-3344

FAX: (845) 561-2220

To: Town Board

From: Tracey Carvell, Animal Control

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

Date: 2-9-23

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

F.A.H.

*Totaling: \$ 72.50

Canine: \$ 72.50

Feline: \$

Other: \$

TOWN OF NEWBURGH
 1498 ROUTE 300
 NEWBURGH, N.Y. 12550

VOUCHER ID# 69533

DEPARTMENT TOWNAC

CLAIMANT'S NAME AND ADDRESS
 VCA Flannery Animal Hospital
 789 Little Britain Road
 New Windsor, NY 12553

TERMS _____

Order No. _____

DO NOT WRITE IN THIS BOX

Date Voucher Received		FUND - APPROPRIATION	AMOUNT		VOUCHER NO.	
						VOUCHER NO.
		TOTAL				
Abstract No.						

Vendor's Ref. No. _____

Date	Quantity	Description of Materials or Services	Unit Price	Amount
1-29-23		ID# 5356617395 2023-01-29 Poodle mix (m) BLACK		72.50
(See Instructions on Reverse Side)			TOTAL	72.50

CLAIMANT'S CERTIFICATION

I, Jean Tobin, certify that the above account in the amount of \$ 72.50 is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or collected; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

2-2-23
DATE

Jean Tobin
SIGNATURE

Acct. Manager
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 paid from the appropriations indicated above.



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

Dr. Stillman | Date: 1/31/2023 at 07:39 | Invoice: 5356617395 | Cashier: Jean T

Client

Town Of Newburgh 2023- Animal Control
(#69533)

645 Gidney Ave
Newburgh, NY 12550

Patient

2023-01-29 Poodle mix (#151861)

Species: Canine (Poodle Mix)

Sex: Male Neutered | Color: Black

Birth: | Age: | Weight:

Detailed Visit Information

Date	Description	Qty	Price	Discount	Tax	Total Price
1/29/2023	Boarding Animal Control	1.00	\$44.70		\$0.00	\$44.70
1/30/2023	Rabies Vaccine 1yr Canine	1.00	\$55.60	-\$27.80	\$0.00	\$27.80
	Boarding Go Home Day	1.00	\$0.00		\$0.00	\$0.00

Subtotal: \$72.50

Discounts	Shelters/PetStore	-\$27.80
-----------	-------------------	----------

A Message from VCA

myVCA app is your tailor-made guide to raising a healthy and happy pet.

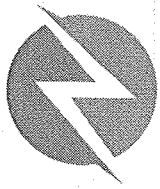
Invoice Summary

Patient Name	Total Price	Total Discount	Total Tax	Total Due
2023-01-29 Poodle mix	\$100.30	-\$27.80	\$0.00	\$72.50

Prev Balance:	\$0.00
Total Due:	\$72.50
Amount Paid:	\$0.00
Amount Due:	\$72.50

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

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



SAS
ELECTRICAL
INSPECTION

#15

PO BOX 119
GREENFIELD PARK, NY 12435

September 20, 2022

To whom it may concern at the Town of Newburgh,

I am writing you to formally apply for a position as an approved third party electrical inspection company in your town. I am trained, certified and fully insured for both residential and commercial projects. Please see attached certifications and insurance information.

Please do not hesitate to contact me with any questions or concerns via email at yb@saselectricalinspection.com or via phone at 845-801-2172. Thank you.

Best Regards,

Yuri Badovich
President / Electrical Inspector



INTERNATIONAL CODE COUNCIL

YURI BADOVICH

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Electrical Inspector

Given this day April 20, 2022

Certificate No. 8196047


Cindy Davis, CBO

President, Board of Directors



Dominic Sims, CBO
Chief Executive Officer





INTERNATIONAL CODE COUNCIL


YURI BADOVICH


The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

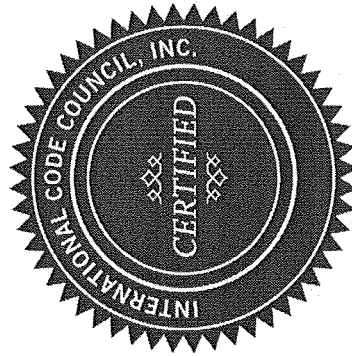
Residential Electrical Inspector

Given this day April 17, 2022

Certificate No. 8196047


Cindy Davis, CBO
President, Board of Directors


Dominic Sims, CBO
Chief Executive Officer





INTERNATIONAL CODE COUNCIL


YURI BADOVICH


The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Commercial Electrical Inspector

Given this day April 19, 2022

Certificate No. 8196047


Cindy Davis, CBO
President, Board of Directors


Dominic Sims, CBO
Chief Executive Officer



International Association of Electrical Inspectors

This is to certify that

Yuri Badovich

Has met the certification requirements as established by IAEI for

Electrical Inspector; General

Certification #: 69335468

Expires: 4/30/2025



President/CEO, Rudy Garza

International Association of Electrical Inspectors

This is to certify that

Yuri Badovich

Has met the certification requirements as established by IAEI for

Electrical Inspector; One- and Two-Family Dwelling

Certification #: 69335468

Expires: 4/30/2025



President/CEO, Rudy Garza



Workers' Compensation Board

Certificate of Attestation of Exemption
 from New York State Workers' Compensation and/or
 Disability and Paid Family Leave Benefits Insurance Coverage

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required. **Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>SAS Electrical Inspection, LLC 1742 Old Greenfield Rd Greenfield Park, NY 12435-5021 PHONE: 845-801-2172 FEIN: XXXXX9839</p>	<p align="center">Business Applying For: OTHER: Approved Electrical Inspection Agency</p> <p>From: Town of Newburgh</p>
--	---

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:
 The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Partners / Members: Yuri Badovich

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:
 The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Yuri Badovich, am the Member with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date: September 20, 2022
<p align="center">Exemption Certificate Number 2022-065095</p>		<p align="center">Received September 20, 2022 NYS Workers' Compensation Board</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Westrock Insurance Agency 151 N Main St Suite 405 New City NY 10956	CONTACT NAME: Aaron Epstein	
	PHONE (A/C, No, Ext): (845) 638-2300 FAX (A/C, No): (845) 638-6222	
	E-MAIL ADDRESS: Aaron@westrockinsurance.com	
INSURED Sas Electrical Inspection, LLC 1742 Old Greenfield Rd Greenfield Park NY 12435	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE Property and Casualty Insurance Company	20699C
	INSURER B: Hiscox Insurance Company Inc.	10200
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2022-2023 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		D97217488	05/11/2022	05/11/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Blanket AI-PNC-WOS						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Hired/borrowed \$ 2,000,000
A	AUTOMOBILE LIABILITY	Y		D97217488	05/11/2022	05/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability Errors & Omissions			UDC-5217945-EO-22	08/08/2022	08/08/2023	Each Claim: \$1,000,000
							Aggregate: \$1,000,000
							Deductible: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Town of Newburgh

CERTIFICATE HOLDER	CANCELLATION
Town of Newburgh 311 Route 32 Newburgh NY 12550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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BUSINESSOWNERS LIABILITY ENHANCEMENTS ENDORSEMENT

Named Insured SAS ELECTRICAL INSPECTION, LLC			Endorsement Number BOP47635a0716
Policy Symbol SER	Policy Number D97217488	Policy Period 05-11-2022 to 05-11-2023	Effective Date of Endorsement 05-11-2022
Issued By (Name of Insurance Company) ACE Property And Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

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This endorsement modifies the coverages provided under the Businessowners Coverage Form.

Notwithstanding anything to the contrary, the provisions of the Businessowners Coverage Form apply, except as provided in this endorsement. The titles of the various paragraphs of this endorsement are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

A. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND BONDS TO APPEAL JUDGMENTS - NO SUBLIMIT

In Section II - Liability, Paragraph A. Coverages, 1. f. Coverage Extension – Supplementary Payments, subparagraphs (1)(b) and (c) are replaced by the following:

- (b)** The cost of bail bonds, but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

- (c) The cost of bonds to appeal judgments or release attachments, but only for amounts within the available limit of insurance. We do not have to furnish these bonds.

B. MEDICAL EXPENSES – THREE YEARS TO REPORT EXPENSES

In **Section II – Liability**, Paragraph **A. Coverages, 2. Medical Expenses**, subparagraph **a.(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

C. NON-OWNED WATERCRAFT UNDER 55 FEET

In **Section II - Liability**, Paragraph **B. Exclusions**, subparagraph **(2)** of Exclusion **1.g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:

- (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge;

D. NON-OWNED AIRCRAFT

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.g. Aircraft, Auto or Watercraft in Section II – Liability**:

This exclusion does not apply to an aircraft you do not own provided:

1. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - EXCEPTION FOR EQUIPMENT LOANED OR RENTED TO THE INSURED

In **Section II - Liability**, Paragraph **B. Exclusions**, the following exception is added to Exclusion **1.k. Damage To Property**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to “property damage” to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

F. WHO IS AN INSURED - SUBSIDIARIES OR NEWLY ACQUIRED OR FORMED ORGANIZATIONS

In **Section II - Liability**, Paragraph **C. Who is an Insured** is amended to include the following:

If there is no other insurance available, each of the following is also a Named Insured:

1. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
2. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

G. WHO IS AN INSURED - EMPLOYEES (INCLUDING CPR AND FIRST AID) AND VOLUNTEER WORKERS

In **Section II - Liability**, Paragraph **C. Who is an Insured**, Paragraph **2.a.** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
- (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph **2.a.(1)** above do not apply to you or to your directors, managers, members, "executive officers", partners or supervisors as insureds. The limitations also do not apply to your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee".

- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

- b. Your "volunteer workers", but only while acting within the scope of their activities for you and at your direction.

H. ADDITIONAL INSUREDS

In **Section II - Liability**, Paragraph **C. Who is an Insured**, the following is added:

2. Each of the following is also an insured:

LESSOR OF LEASED EQUIPMENT

- e. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

MANAGERS OR LESSORS OF PREMISES

- f. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in such premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

VENDORS

- g. Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the

insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraph (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided by the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- (1) Required by the contract or agreement; or
- (3) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

OTHER PERSONS OR ORGANIZATIONS PURSUANT TO CONTRACT OR AGREEMENT

h. Any persons or organizations that you are required by a contract or agreement to provide with such insurance as is afforded by this policy. However, such a person or organization is an insured only:

- (1) To the extent such contract or agreement requires the additional insured to be afforded status as an insured; and
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement.

No person or organization is an insured under this provision:

- (1) That is more specifically identified under any other provision of Paragraph **C. Who Is An Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability in a contract or agreement. This limitation does not apply to the liability for damages the additional insured would have in the absence of the contract or agreement.

However, the insurance afforded to such persons or organizations:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

The following is added at the end of Paragraph **C. Who Is An Insured**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

However, no person or organization is an insured with respect to the:

- a.** Ownership, maintenance or use of any assets; or
- b.** Conduct of any person or organization whose assets, business or organization;

any Named Insured acquires, either directly or indirectly, for any:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense first committed;

in whole or in part, before such acquisition is executed.

With respect to the insurance afforded to the persons or organizations described in Paragraphs **e.**, **f.**, and **h.** above, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of such person or organization is the amount of insurance:

- (1) Required by the contract or agreement; or
 - (2) Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This shall not increase the applicable Limits Of Insurance shown in the Declarations.

I. DAMAGE TO PREMISES RENTED TO YOU – \$1,000,000

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, Paragraphs **3.** and **4.** are deleted and replaced with the following:

- 3.** Subject to the **Liability And Medical Expenses Limits Of Insurance**, the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises while rented to you or while temporarily occupied by you with permission of the owner is \$1,000,000.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;is twice the Liability and Medical Expenses Limit.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

J. PER LOCATION GENERAL AGGREGATE LIMIT WITH COMBINED TOTAL AGGREGATE LIMIT

In **Section II - Liability**, Paragraph **D. Liability and Medical Expenses Limits of Insurance**, the following is added:

1. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Paragraph **A.1. Business Liability**, and for all medical expenses caused by accidents under Paragraph **A.2. Medical Expenses**, which can be attributed only to a single "location":

- a. A separate Location General Aggregate Limit will apply to each "location", and that limit is equal to the Other than Products/Completed Operations Aggregate Limit shown in the Declarations.
 - b. The separate Location General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Paragraph **A.1. Business Liability**, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Paragraph **A.2. Medical Expenses**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Paragraph **A.1.** or under Paragraph **A.2. Medical Expenses** shall reduce the separate Location General Aggregate Limit for that "location". Such payments shall not reduce the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce the separate Location General Aggregate Limit for any other "location".
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the Other Than Products/Completed Operations Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate Location General Aggregate Limit.
2. Subject to the Combined Total Aggregate Limit shown in the Declarations, for the sum of all damages that the Insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under Paragraph **A.1. Business Liability** and for all medical expenses caused by accidents under Paragraph **A.2.**, which cannot be attributed only to operations at a single "location".
 - a. Any payments made under Paragraph **A.1. Business Liability** for damages or under Paragraph **A.2.** for medical expenses shall reduce the amount available under the Other Than Products/Completed Operations Aggregate Limit or the Products/Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce the separate Location General Aggregate Limit applicable to a single "location".
 3. Subject to the separate Location General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Declarations is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations".
 4. Any payments we make for "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations", and not reduce the Other Than Products/Completed Operations Aggregate Limit nor the separate Location General Aggregate Limit applicable to a single "location."
 5. As used in this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 6. The provisions of Paragraph **D. Liability and Medical Expenses Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

K. KNOWLEDGE/NOTICE OF OCCURRENCE

In Section II - Liability, Paragraph **E. Liability and Medical Expenses General Conditions, 2. Duties In the Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

- e. Knowledge of an "occurrence" or offense by an agent or "employee" of the insured will not constitute knowledge by the insured, unless an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee knows about such "occurrence" or offense. Failure of an agent or "employee" of the insured, other than an "executive officer" (whether or not an "employee") of any insured or an "executive officer's" designee, to notify us of an "occurrence" or offense that such person knows about will not affect the insurance afforded to you.
- f. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

L. BODILY INJURY, INCLUDING RESULTING MENTAL ANGUISH

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **3.** is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease.

M. COVERAGE TERRITORY, LIMITED WORLDWIDE

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **4.** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

N. PERSONAL INJURY, INCLUDING DISCRIMINATION, HARASSMENT AND SEGREGATION

In **Section II - Liability**, Paragraph **F. Liability and Medical Expenses Definitions**, paragraph **14.** is amended to include the following:

- h. Discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex unless committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

O. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

In **Section III – Common Policy Conditions**, Paragraph **C. Concealment, Misrepresentation or Fraud** is amended to include the following additional paragraph:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

P. OTHER INSURANCE, INCLUDING PRIMARY PROVISION

In **Section III – Common Policy Conditions**, Paragraph **H. Other Insurance**, subparagraphs **2.** and **3.** are replaced by the following:

H. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when Paragraph 2 below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph 3 below.

2. Excess Insurance

a. This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk or similar coverage for “your work”;

(b) That is insurance that applies to “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or

(c) If the loss arises out of aircraft, “autos” or watercraft to the extent not subject to Exclusion g. of Section II.B. Exclusions, 1. Applicable to Business Liability Coverage; or

(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.

b. When this insurance is excess, we will have no duty to defend the insured against any “suit” if any other insurer has a duty to defend the insured against that “suit.” If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance;

- (2) The total of all deductible and self-insured amounts under all that other insurance.
- d. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not brought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Q. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

In **Section III – Common Policy Conditions**, Paragraph **K. Transfer of Rights of Recovery Against Others To Us**, subparagraph **2.** is replaced by the following:

2. Applicable to Businessowners Liability Coverage:

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Medical Expenses Coverage.

All other terms and conditions of the policy remain unchanged.

#16A

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, Rep Engineer for Town

DATE: 26 January 2023

RE: **FAC Self Storage (Uhaul) Middlehope
Stormwater Contract Facilities Maintenance Agreement**

The subject project received conditional final approval from the Planning Board on 18 August 2022. A condition of approval was a storm water facilities maintenance agreement satisfactory to the Town Attorney must be submitted and approved before plans are signed. That instrument must be recorded as a condition of approval.

Attached to this memo is an original Stormwater Facilities Maintenance Agreement executed by the applicant. Town attorney Taylor has approved it as to form.

Town Board approval is required to authorize the Town Supervisor to sign the agreement.

Please schedule this item for the next available Town Board agenda.

Cc: J. Osborne, Town Engineer
L. Ayers, Town Clerk
G. Canfield, Code Compliance Supervisor
J. Ewasutyn, Planning Board Chairman
M. Taylor, Town Attorney

SECRETARY CERTIFICATE

The undersigned, Secretary of Five SAC Self-Storage Corporation, hereby certifies that the following officers are authorized to execute all documents on behalf of the company:

Mark V. Shoen	President
Stuart M. Shoen	Vice President
Bruce G. Brockhagen	Secretary/Treasurer

Dated this 15th day of March, 2022.

FIVE SAC SELF-STORAGE CORPORATION

By: Bruce G. Brockhagen
Bruce G. Brockhagen, Secretary



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, and Social Security number (SSN).

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (One- to three-family house, Residential cooperative, etc.) and a date of conveyance field.

Condition of conveyance (mark an X in all that apply)

Form with multiple checkboxes (a-s) describing conditions of conveyance such as fee interest, acquisition of controlling interest, etc.

Table for recording officer's use with columns: Amount received, Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0
2.	0
3.	0
4.	0
5.	0
6.	0

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	0
2.	0
3.	0

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)



1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	 _____ Title	_____ Grantee signature	_____ Title
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_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title
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Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Town of Newburgh

Section 20, Block 2, Lot 2

TOWN OF NEWBURGH

Stormwater Control Facility Maintenance Agreement

THIS AGREEMENT is made this 23 day of September 2022 by and between the Town of Newburgh, having an address at 1496 Route 300, Newburgh, New York 12550 (“Municipality”) and Five SAC Self-storage Corporation., having an address at 207 East Clarendon Avenue, Phoenix, Arizona 85012 (the “Facility Owner”).

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

Whereas, the Facility Owner is the owner of certain real property in the Town of Newburgh consisting of approximately +/- 5.24 acres more particularly described in **Schedule “A”** annexed hereto and made a part hereof (the “Property”); and

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

Now, therefore, the Municipality and the Facility Owner agree as follows:

1. This agreement binds the Municipality and the Facility Owner, its successors and assigns to the maintenance provisions depicted in the approved project plans and Stormwater Pollution Prevention Plan which are on file with the Municipality’s Stormwater Management Officer.
2. The Facility Owner shall maintain, clean, repair, replace and continue the stormwater control measures depicted on the approved project plans for the Facility known as the Hilton Garden Inn hotel on and about the Property, as necessary to ensure optimum performance of the measures to design specifications. The stormwater control measures shall include, but shall not be limited to, the following: drainage ditches, swales, dry wells, infiltrators, drop inlets, pipes, culverts, soil absorption devices and retention ponds and other stormwater practices identified in the Stormwater Pollution Prevention Plan (SWPPP) approved by the Municipality and currently on file in the office of the Town of Newburgh Town Clerk.

3. The Facility Owner shall be responsible for all expenses related to the maintenance of the stormwater control measures and shall establish a means for the collection and distribution of expenses among parties for any commonly owned facilities.

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

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

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

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

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

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

SCHEDULE "A"

August 29, 2022

Deed Description

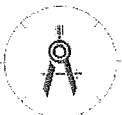
ALL THAT LAND, situate in the Town of Newburgh, County of Orange, State of New York, described as follows:

BEGINNING at a point on the northwesterly side of U.S. Route 9W and on the northeasterly line of lands of Jeffrey J. & Catherine M. Cosman, Deed Reference, Liber 2801 Page 82.

THENCE from said place of beginning and along the lands of aforementioned Cosman, North Seventy-Seven Degrees, Forty-Four Minutes, Forty-One Seconds West, Four Hundred Eighteen and Zero Hundredths Feet (N 77°44'41" W, 418.00') passing by a found fence post 4' above grade being 0.8' northeast of the property line and South Fourteen Degrees, Fifteen Minutes, Seventeen Seconds West, Ninety-Four and Zero Hundredths Feet (S 14°15'17" W, 94.00') to the most northwesterly corner of lands of Access Supports for Living, Inc., Deed Reference, Liber 14576 Page 1889

THENCE along the land of A and L Properties Group, LLC, Deed Reference, Liber 13443 Page 647, North Eighty Degrees, Forty-Four Minutes, Thirty-Eight Seconds West, One Hundred Fourteen and Zero Hundredths Feet (N 80°44'38" W, 114.00') and North Eighty-Four Degrees, Fifty-Seven Minutes, Eighteen Seconds West, One Hundred Eighty-Nine and Eighty-Two Hundredths Feet (N 84°57'18" W, 189.82') passing by 2 iron rods with aluminum caps 3.1' southwest of the property line to a point on the southeasterly line of lands of John A. Brocklehurst, Deed Reference, Liber 11573 Page 830.

THENCE North Eleven Degrees, Forty-Two Minutes, Seven Seconds East, Four Hundred and Zero Hundredths Feet (N 11°42'07" E, 400.00') passing by a found ½" iron rod being 1.0' southeast of the property line to a found ½" iron rod 5" above grade. Said rod being South Seventy-Five Degrees, Fifty-Six Minutes, Seventeen Seconds East, Four Hundred Eighty-Five and Five Hundredths Feet (S 75°56'17" E, 485.05') from a found 5/8" iron rod 4" above grade on the southeasterly side of Carter Ave.



THENCE along the lands of Middle Hope Fire District, Deed Reference, Liber 11838 Page 148, South Seventy-Six Degrees, Thirty-Two Minutes, Fifty-Three Seconds East (S 76°32'53" E) passing through a found Central Hudson Gas and Electric Corp. iron rod with an aluminum i.d. cap 9" above grade at Fifty-Eight and Ninety-Seven Hundredths Feet (58.97') along the way and also passing through a found ½" iron rod 8" above grade in a stonewall at Three Hundred Seventy-Six and Fifty Hundredths Feet (376.50') along the way for a total distance of Seven Hundred Thirty-Three and Zero Hundredths Feet (733.00') to a point being South Sixteen Degrees, Four Minutes, Thirteen Seconds West, Two Hundred Forty-Nine and Fifty Hundredths Feet (S 16°04'13" W, 249.50') from a found concrete highway monument 4" above grade on the northwesterly side of U.S. Route 9W.

THENCE along the northwesterly side of U.S. Route 9W, South Thirteen Degrees, Twenty-Eight Minutes, Twelve Seconds West, Two Hundred Sixty-One and Zero Hundredths Feet (S 13°28'12" W, 261.00') back to the place of beginning.

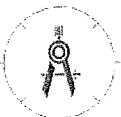
CONTAINING 5.236 acres (228,068 sq.ft.) of land as surveyed on February 25, 2022 by Mercurio-Norton-Tarolli-Marshall, Engineering- Land Surveying, P.C., 45 Main Street, Pine Bush, NY 12566. Bearings with reference State Plane Coordinate Grid North of the New York State Eastern Zone

SUBJECT to that portion of the above described premises within the bounds of U.S. Route 9W for use as a public highway.

SUBJECT to utility grants of record.

INTENDED to be the same premises described in a deed to Five Sac Self Storage Corp. recorded in the Orange County Clerk's Office in Liber 15027 of Deeds, Page 1815.

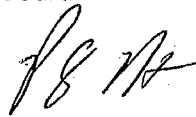
SUBJECT to a utility easement in favor of Central Hudson Gas and Electric Corporation as described and shown in Liber 13471 Page 1639.



TOWN OF NEWBURGH
TOWN ENGINEER

#16B

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board
FROM: P. Hines, Rep Engineer for Town 
DATE: 7 February 2023
RE: Roseton Sewer District Emergency Generator Service Contract

The Roseton Sewer district has and eighty kw generator at the Sewage Treatment Plant. We have requested an annual service contract for the generator. PEAK Power Systems submitted an agreement for the routine maintenance / service.

I would recommend the Bi-Annual service option. This option is quoted at \$1,075.75 for a one-year term.

Town Board action is required to authorize this service contract, I request it be put on the next available schedule.

Cc: J. Osborne, Town Engineer
L. Ayers, Town Clerk
S. Grogen, Sewer Department Manager



PEAK POWER SYSTEMS

99 Sprague Avenue, Middletown, NY 10940 Phone: (845) 344-1975 Fax: (845) 344-1979

Generator Sales, Service, Rentals & Parts.

GENERATOR SERVICE MAINTENANCE AGREEMENT

Address:

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

Site Location:

Town of Newburgh
Orchard Drive
Newburgh, NY 12550

Make
Kohler

Model #
80REOZJE

Serial #
23399455

kW
080

Agreement Term: March 1, 2023- February 29, 2024

Cost:

- Annual Agreement: One Annual Service, per year with start-up and calibration. (One year contract with 1 visit per year)

\$770.75

OR

- A Bi-annual Agreement: One Service followed by one inspection, with start-up and calibration. (One year contract with 2 visits per year)

\$1,075.75

(NOTE: Tax and discounted rates are applied)

Peak Power Systems shall provide the following generator services:

APPENDIX I:

- Change lube oil and standard filters (Once a Year)
- Check air cleaner, replace if needed
- Check battery (terminations, connections and water level) battery charging system, cables, belts, hoses, oil level/conditions, coolant level/conditions, safety circuit alarms and lights, automatic transfer switch, switchgear power connection temperature and automatic exercise system. (Maintenance free batteries cannot be checked for fluid)
- Check for exhaust leaks and corrosion
- Check piping and hose connections
- Observe and record oil pressure, coolant temperature, voltage at no load and load, HZ and amperage reading at no load (and load when possible) Adjust if needed
- Test run engine
- Observe and report condition of generator

NOTES:

- Generator Maintenance visits will be performed Monday through Friday during normal business hours. Peak Power is not responsible for shutting utility service to perform power failure test, we will simulate a Utility Failure on ATS to verify unit is working as designed.
- Equipment or parts in need of replacement or repairs will be brought to the customers' attention and billed separately on a time and material basis.
- Additional billing for NiCad battery service.
- Please have snow removed prior to service or additional charges may apply.

Accepted by Customer: _____

Date: _____

Peak Power Systems, Inc. *Dana Conklin*

Date: *2/7/2023*

Town of Newburgh - Orchard Drive

Term: *March 1, 2023 - February 29, 2024*

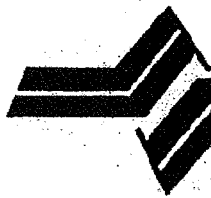
Prepared: *2/7/2023*

Page 1

Kohler 80kW Generator

M#80REOZJE

S#23399455



PEAK POWER SYSTEMS

99 Sprague Avenue, Middletown, NY 10940 Phone: (845) 344-1975 Fax: (845) 344-1979

Generator Sales, Service, Rentals & Parts

Agreement Term: March 1, 2023- February 29, 2024

Town of Newburgh Orchard Drive Newburgh, NY 12550	Kohler 80kW Generator M#80REOZJE S#23399455
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APPOINTMENT UPDATE

All appointment will be made by Peak Power's service department and customers will be notified by telephone prior to technician accessing their property. Please include phone number & email.

E-Mail: _____

Home: () - Mobil: () - Other: () -

Please choose from appointment options:

- () I would like to be present during my service and/or inspection.
- () I do not have to be present during my service and/or inspection.

NOTES: _____

AUTOMATIC RENEWAL

Date: _____

() I would like to be placed on the automatic renewal option: Annual or Bi-Annual
(Please circle one)

CREDIT CARD PAYMENT AUTHORIZATION UPDATE

Payment Option: ___ Visa ___ Master Card ___ Discover ___ American Express ___

Credit Card #	Exp Date	Security #
---------------	----------	------------

Name on Card	Signature	Date
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PLEASE SIGN AND SEND BACK THIS COPY WITH PAYMENT, THANK YOU.

Return by mail or email to contracts@peakpowersystems.com

KEEP ONE COPY FOR YOUR RECORDS.

#16C

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, Rep Engineer for Town



DATE: 7 February 2023

RE: **Summit Lane Multi-family Project
Stormwater Security Release**

The Summit Lane project has requested release of the stormwater security. The project has submitted as built plans for the stormwater management facility. Security in the amount of \$118,492.00 is in place. A copy of Bond No. 5304957 is attached.

The original Bond should be returned to the project sponsor:
Diversified Properties
350 Main Road, Suite 201
Montville, NJ 07045

The release of the security requires Town Board action, I request it be put on the next available schedule.

Cc: J. Osborne, Town Engineer
L. Ayers, Town Clerk
G. Canfield, Code Compliance Supervisor
J. Ewasutyn, Planning Board Chairman

TOWN OF NEWBURGH

Crossroads of the Northeast

OLD TOWN HALL
308 GARDNERTOWN ROAD
NEWBURGH, NEW YORK 12550

CODE COMPLIANCE DEPT.
TELEPHONE 845-564-7801
FAX LINE 845-564-7802

To: Andy Zarutskie, Town Clerk

From: Gerald Canfield, Code Compliance Supervisor

Date: May 13th, 2016

Re: PB# 15-18 DRA Fidelco Newburgh, LLC

Attached for filing is the original Performance Bonds:

Performance and Maintenance Bond No. S304956 in the amount of \$40,178.00 dated April 13th, 2016 from NGM Insurance Company for Landscaping for DRA Summit Lane Planning Board project #2015-18.

Performance and Maintenance Bond No. S304957 in the amount of \$118,491.71 dated April 13th, 2016 from NGM Insurance Company for Storm Water Management for DRA Summit Lane Planning Board Project# 2015-18.

These are to be held by the Town Clerk's Office until the Town Board draws on it or releases it. Feel free to contact me if there are any comments.

Cc: J. Ewasutyn, P.B. Chairman

P. Hines, M.H. & E.

M. Taylor

SUBDIVISION/SITE STORMWATER/EROSION AND SEDIMENT CONTROL

Bond No. S304957

KNOW ALL MEN BY THESE PRESENTS, that we DRA Fidelco Newburgh, LLC, as Principal, and NCM Insurance Company authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of ONE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED NINETY-ONE and 71/100 (\$118,491.71) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

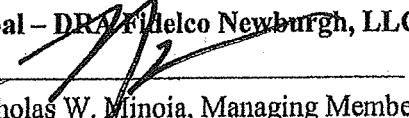
WHEREAS, the Principal or its predecessor in property interest has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh zoning code and stormwater management law for final approval of a site plan dated as last revised January 25, 2016 known as Site Plan Summit Lane Expansion, located at Stewart Avenue, Town of Newburgh and the related stormwater management plan, or Principal is the authorized agent of such applicant owner; and

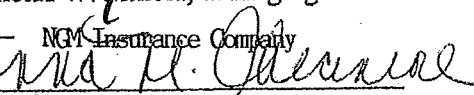
WHEREAS, the Principal is required to furnish a good and sufficient bond to complete the proper installation and maintenance of erosion and sediment control and/or stormwater management measures and permanent stabilization or restoration requirements for the land disturbance to be carried out in conjunction with the development of the approved site plan (hereinafter collectively the "stormwater improvements") at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and/or the plans approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Obligee, including but not limited to the condition, if stated in the approval, that if full implementation of the approved erosions and sediment control or stormwater management plan does not provide for effective erosion and sediment control or stormwater management measures, the Principal shall implement such additional erosion and sediment control measures as will control or treat the sediment source, and the delivery of "as built" drawings (said conditions hereinafter referred to as the "Agreement").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall complete the proper installation and maintenance of the stormwater improvements in the time and manner specified in the Town of Newburgh Code and/or the plans approved by the Town of Newburgh Planning board, with such modifications and conditions, if any, as have been imposed by the Obligee, including but not limited to the condition, if stated in the approval, that if full implementation of the approved erosions and sediment control or stormwater management plan does not provide for effective erosion and sediment control or stormwater management measures, the Principal shall implement such additional erosion and sediment control measures as will control or treat the sediment source and the delivery of "as built" drawings, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete said stormwater improvements, then this obligation shall be null and void; otherwise to remain in full force and effect and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been properly installed or completed, will properly complete the improvements or pay the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements, and if suit is brought on this bond, the Principal and Surety will pay to the Obligee such reasonable attorneys' fees as shall be fixed by the court.

Signed, sealed and dated this 13th day of April, 2016.

Principal – ~~DRA Fidelco Newburgh, LLC~~

By: 
Nicholas W. Minoia, Managing Member

Surety – NCM Insurance Company
By: 
Donna M. Chiancone, President
Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-02986095

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Thomas A Nolan, Donna M Chiancone, Travis W Shaffer, Harry R Johnson, Laurie Kurtz, Tammy L Orehek**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company, the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 4th day of October, 2015

NGM INSURANCE COMPANY By:

Bruce R. Fox
Vice President, General
Counsel and Secretary



State of Florida
County of Duval

On this October 4th, 2015, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R. Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 4th day of October, 2015.



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 13th day of April, 2016

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2014 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Ernst & Young, LLP, 200 Clarendon Street, Boston, MA 02116-5072.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$962,971,743

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2015 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$90,515,000

- 3) The amount of the bond to which the statement and certification is attached is \$ 118,491.71
- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:
- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

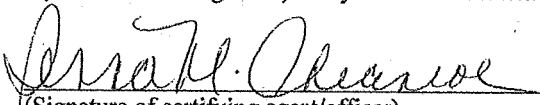
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Donna M. Chiancone as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.


(Signature of certifying agent/officer)

Donna M. Chiancone

(Print name of certifying agent/officer)

Date: April 13, 2016

Attorney in Fact



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 15, 2015

NAIC COMPANY CODE: 14788

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2016, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE



KENNETH E. KOBYLOWSKI

COMMISSIONER



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10, 2016, the following officers were elected and remain in office:

- THOMAS M. VAN BERKELCHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
- EDWARD J. KUHL.....EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
- JEFFREY B. KUSCH, DAVID S. MEDVIDOFSKY,
MICHAEL D. LANCASHIRE, SENIOR VICE PRESIDENTS
- BRUCE R FOXVICE PRESIDENT, GENERAL COUNSEL & SECRETARY
- DANIEL J. GAYNOR, NANCY GIORDANO-RAMOS, JANET M. ROOT
JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY.....VICE PRESIDENTS
- AMY J. FREDERICKVICE PRESIDENT & CHIEF INFORMATION OFFICER
- THOMAS T. FRAZIER.....VICE PRESIDENT & CHIEF INVESTMENT OFFICER
- DEAN P. DORMAN..... VICE PRESIDENT & CHIEF ACTUARY
- CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN,
LISA MURMAN, RONALD PROFAIZER, DARRYL OSMAN..... ASSISTANT VICE PRESIDENTS
- TIMOTHY O. MUZZEY ASSISTANT VICE PRESIDENT/ACTUARY
- KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE, NANCY PALMISANO,
MICHELE SEYMOUR, ALICE MORIARTY, JEFFREY PRICE, DANIEL BLAU,
JANE MCPHERSON, DEANA PESSINA, SCOTT SIMMONS..... ASSISTANT SECRETARIES

REGIONAL PRESIDENTS (Appointed)

- MARK BERGER..... REGIONAL PRESIDENT, NORTHEAST REGION
- STEVE BERRY.....REGIONAL PRESIDENT, NEW ENGLAND REGION
- CHRISTOPHER COX.....REGIONAL PRESIDENT SOUTHEAST REGION
- TIFFANY DALY.....REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2015.

ADMITTED ASSETS

Bonds at Amortized Values	\$1,397,394,541
Stocks at Market Value.....	425,235,072
First Mortgage Loans	15,422,641
Real Estate.....	4,283,852
Cash in Office and Banks.....	(3,039,296)
Short Term Investments	18,598,980
Agent's Balance (Less than 90 Days)	218,872,372
Accrued Interest.....	12,671,289
Other Assets.....	255,380,357
TOTAL ADMITTED ASSETS.....	\$2,344,819,808

LIABILITIES

Reserve for Losses	\$637,394,211
Reserve for Loss Adjustment Expenses	117,616,168
Reserve for Unearned Premiums.....	461,789,022
Reserve for Other Underwriting Expenses.....	41,995,393
Reserve for Taxes, Licenses, and Fees.....	1,660,783
Loss Drafts in Transit.....	0
Other Liabilities	63,726,194
Total Liabilities	1,324,181,771
Policyholders' Surplus.....	1,020,638,037
TOTAL.....	\$2,344,819,808

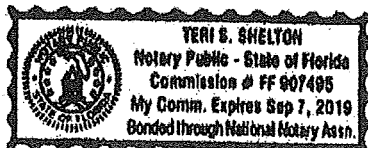
Securities as deposited by law, included above = \$ 8,000,923

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on this 14th day of March, 2016

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 14th day of March, 2016





- Site Planning
- Civil Engineering
- Landscape Architecture
- Land Surveying
- Transportation Engineering
- Environmental Studies
- Permitting
- Construction Services

Project: Summit Lane at Newburgh Expansion
 Location: Town of Newburgh, NY
 Type of Estimate: Stormwater Cost Estimate

Job No.: 14136
 Date: 3/2/2016
 Revised Date:
 Cmp'd: MT
 Chk'd:

Drawing Reference:
 Dwg. SP-5 "Utilities Plan", Rev. 2, dated 1/25/2016

ITEM	CLASSIFICATION OF WORK	QUAN	UNIT	UNIT PRICE	AMT	SECTION TOTAL
1.00	STORMWATER					
1.01	CATCH BASIN	6	EA	\$3,800.00	\$18,000.00	
1.02	STORMWATER MANHOLE	1	EA	\$4,000.00	\$4,000.00	
1.03	OUTLET CONTROL STRUCTURE	1	EA	\$6,000.00	\$6,000.00	
1.05	STORMWATER PIPE (HDPE-12")	324	LF	\$55.00	\$17,820.00	
1.06	STORMWATER PIPE (HDPE-16")	67	LF	\$88.00	\$5,916.00	
1.08	CONCRETE HEADWALL	2	EA	\$3,000.00	\$6,000.00	
1.09	RIP RAP DRAINAGE CHANNEL	276	CY	\$62.00	\$14,352.00	
						\$72,088.00
2.00	STORMWATER MANAGEMENT					
2.02	STORMWATER INFILTRATION BASIN	ALLOW		\$20,000.00	\$20,000.00	
						\$20,000.00
3.00	EROSION CONTROL					
3.01	SEDIMENT & EROSION CONTROL MEASURES	ALLOW		\$10,000.00	\$10,000.00	
3.02	DISTURBANCE	1.00	ACRE	\$3,500.00	\$3,500.00	
						\$13,500.00
4.00	STORMWATER MANAGEMENT AREA & RESTORATION /STABILIZATION PLANTINGS					
4.01	KOUSA DOGWOOD / CORNUS KOUSA	2	EA	\$284.00	\$568.00	
4.02	COLORADO BLUE SPRUCE / PICEA PUNGENS GLAUCA	8	EA	\$340.00	\$2,040.00	
4.03	ARROWWOOD VIBURNUM / VIBURNUM DENTATUM 'ARROWWOOD'	6	EA	\$76.00	\$375.00	
4.04	EASTERN REDBUD / CERCIS CANADENSIS	1	EA	\$280.00	\$280.00	
4.05	BLACK TUPELO / NYSSA SYLVATICA 'BLACK TUPELO'	3	EA	\$480.00	\$1,380.00	
4.06	COLORADO SPRUCE / PICEA PUNGENS	3	EA	\$340.00	\$1,020.00	
4.07	NORWAY SPRUCE / PICEA ABIES	3	EA	\$390.00	\$1,170.00	
4.08	DEER RESISTENT SHORT PRARIE MIX FOR MEDIUM SOILS / RESTORATION MIX (SEED)	22,240	SF	\$0.03	\$667.38	
4.09	NYSDC STORMWATER BASIN MIX #1 / LOWEST ZONE (SEED)	7,420	SF	\$0.03	\$222.60	
4.10	NYSDC STORMWATER BASIN MIX #3 / HIGHEST ZONE (SEED)	5,891	SF	\$0.03	\$170.73	
						\$7,903.71
5.00	AS-BUILT SURVEY					
6.01	SURVEY	ALLOW		\$5,000.00	\$5,000.00	
						\$5,000.00
						TOTAL \$118,491.71

TOWN OF NEWBURGH
TOWN ENGINEER

#168

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, Rep Engineer for Town



DATE: 7 February 2023

RE: **Summit Lane Multi-family Project
Landscape Security Release**

Karen Arnet's office has performed an inspection of the landscaping at the subject project. They are recommending the release of the landscape security in the amount of \$40,178.00. A copy of Bond No. 5304956 is attached.

The original Bond should be returned to the project sponsor:
Diversified Properties
350 Main Road, Suite 201
Montville, NJ 07045

The release of final landscape security requires Town Board action, I request it be put on the next available schedule.

Cc: J. Osborne, Town Engineer
L. Ayers, Town Clerk
G. Canfield, Code Compliance Supervisor
J. Ewasutyn, Planning Board Chairman

LANDSCAPING PERFORMANCE AND MAINTENANCE BOND

Bond No. S304956

KNOW ALL MEN BY THESE PRESENTS, that we DRA Fidelco Newburgh, LLC, as Principal, and NGM Insurance Company, authorized to do business in the State of New York, as Surety, are held and firmly bound unto the Town of Newburgh, New York, a New York municipal corporation, as Obligee, in the penal sum of FORTY THOUSAND ONE HUNDRED SEVENTY-EIGHT (\$40,178.00) DOLLARS, lawful money of the United States of America, for the payment of which well and truly made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly to these presents.

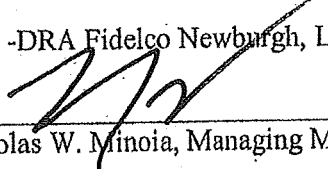
WHEREAS, the Principal or its predecessor in property interest has made application to the Town of Newburgh Planning Board in accordance with the Town of Newburgh Zoning Code for final approval of a site plan dated as last revised January 25, 2016, known as Site Plan Summit Lane at Newburgh Expansion located at Stewart Avenue, Town of Newburgh, or Principal is the authorized agent of such applicant/owner; and

WHEREAS, the Principal is required by Code to furnish good and sufficient assurance for the proper installation of plant materials and related landscaping improvements for the approved site plan/subdivision at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and in accordance with the plan approved by the Town of Newburgh Planning Board, with such modifications and conditions, if any, as have been imposed by the Town, and subsequent maintenance of said plant materials and related landscaping improvements in good health and condition for a period of two years after acceptance by the Town (said conditions hereinafter referred to as the "Agreement").

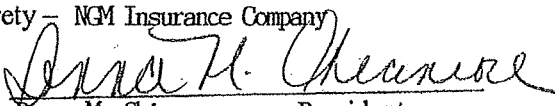
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall properly install, or have installed, the plant materials and related landscaping improvements in accordance with the Agreement, and shall maintain said plant materials and related landscaping improvements in good health and condition for a period of two (2) years or, in the alternative, post an acceptable maintenance bond or other acceptable security for a two (2) year period with the Obligee, from the date of acceptance of said plantings and related landscaping improvements or any subsequent date of replacement, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete and maintain said improvements, then this obligation shall be null and void; otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the landscaping improvements have not been installed or maintained, will install or replace the improvements or pay the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete or replace the improvements, and if suit is brought on this bond, the Principal and Surety will pay to the Obligee such reasonable attorneys' fees as shall be fixed by the court.

Signed, sealed, and dated this 13th day of April, 2016

Principal -DRA Fidelco Newburgh, LLC

By: 
Nicholas W. Minoia, Managing Member

Surety - NGM Insurance Company

By: 
Donna M. Chiancone, ~~Resident~~
Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-02986094

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Thomas A Nolan, Donna M Chiancone, Travis W Shaffer, Harry R Johnson, Laurie Kurtz, Tammy L Orehek**

its true and lawful Attorneys in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 4th day of October, 2015

NGM INSURANCE COMPANY By:

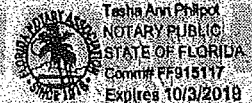
Bruce R Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval

On this October 4th, 2015, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 4th day of October, 2015



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 13th day of April, 2016

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2014 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Ernst & Young, LLP, 200 Clarendon Street, Boston, MA 02116-5072.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$962,971,743

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2015 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$90,515,000

- 3) The amount of the bond to which the statement and certification is attached is \$ 40,178.00.

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

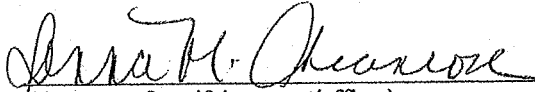
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Donna M. Chiancone as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.


(Signature of certifying agent/officer)

Donna M. Chiancone
(Print name of certifying agent/officer)

Date: April 13, 2016

Attorney in Fact



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 15, 2015

NAIC COMPANY CODE: 14788

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2016, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE



KENNETH E. KOBYLOWSKI

COMMISSIONER



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10, 2016, the following officers were elected and remain in office:

- THOMAS M. VAN BERKEL CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER
EDWARD J. KUHL EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
JEFFREY B. KUSCH, DAVID S. MEDVIDOFSKY, MICHAEL D. LANCASHIRE, SENIOR VICE PRESIDENTS
BRUCE R FOX VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
DANIEL J. GAYNOR, NANCY GIORDANO-RAMOS, JANET M. ROOT JOHN THOMPSON, ROBERT HETZEL, DEBORAH E. MURPHY VICE PRESIDENTS
AMY J. FREDERICK VICE PRESIDENT & CHIEF INFORMATION OFFICER
THOMAS T. FRAZIER VICE PRESIDENT & CHIEF INVESTMENT OFFICER
DEAN P. DORMAN VICE PRESIDENT & CHIEF ACTUARY
CATHERINE PARRISH, DEBRA POSPIEL, DEBORAH COHEN-JANSEN, LISA MURMAN, RONALD PROFAIZER, DARRYL OSMAN ASSISTANT VICE PRESIDENTS
TIMOTHY O. MUZZEY ASSISTANT VICE PRESIDENT/ACTUARY
KIMBERLY K. LAW, MARK FRIEDLANDER, KATHLEEN KILLGORE, NANCY PALMISANO, MICHELE SEYMOUR, ALICE MORIARTY, JEFFREY PRICE, DANIEL BLAU, JANE MCPHERSON, DEANA PESSINA, SCOTT SIMMONS ASSISTANT SECRETARIES

REGIONAL PRESIDENTS (Appointed)

- MARK BERGER REGIONAL PRESIDENT, NORTHEAST REGION
STEVE BERRY REGIONAL PRESIDENT, NEW ENGLAND REGION
CHRISTOPHER COX REGIONAL PRESIDENT SOUTHEAST REGION
TIFFANY DALY REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2015.

ADMITTED ASSETS

LIABILITIES

Table with 2 columns: Asset Name and Value. Includes Bonds at Amortized Values, Stocks at Market Value, First Mortgage Loans, Real Estate, Cash in Office and Banks, Short Term Investments, Agent's Balance, Accrued Interest, Other Assets, and TOTAL ADMITTED ASSETS.

Table with 2 columns: Liability Name and Value. Includes Reserve for Losses, Reserve for Loss Adjustment Expenses, Reserve for Unearned Premiums, Reserve for Other Underwriting Expenses, Reserve for Taxes, Licenses, and Fees, Loss Drafts in Transit, Other Liabilities, Total Liabilities, Policyholders' Surplus, and TOTAL.

Securities as deposited by law, included above = \$ 8,000,923

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

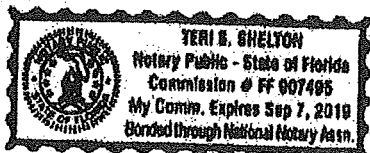
"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on this 14th day of March, 2016

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 14th day of March, 2016

Handwritten signature of Teri S. Shelton

Handwritten signature of Nancy Giordano-Ramos



#17A

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members
From: Daniel Bertola; Supervising Operator
Date: February 8th, 2023
Re: Award Recommendation for 2023 Water Filtration Chemical Bids

On February 1st, 2023 sealed bids for water treatment chemicals to be utilized at the Town's Water Treatment Plants were opened by the Town of Newburgh Town Clerk, based on those bids, these are my recommendations:

Water Treatment Chemicals:

- Item 1: Sodium Fluoride (CLFP): Coyne Chemical (\$2.0800 per pound)
- Item 2: Sodium Hypochlorite (CLFP & DAT) : Slack Chemical (\$2.9370 per gallon)
- Item 3: Blended PolyOrthophosphate (CLFP): Shannon Chemical (\$2.7700 per pound)
- Item 4: Hydrofluosilicic Acid (DAT): Coyne Chemical (\$5.36 per gallon)
- Item 5: Sodium Hydroxide (DAT): Surpass Chemical (\$2.8630 per gallon)
- Item 6: Phosphoric Acid (DAT): Chemrite Incorporated (\$1.4800 per gallon)
- Item 7: Soda Ash (DAT): Brenntag Northeast (\$0.3400 per pound)
- Item 8: Sodium Bisulfite (DAT): Surpass Chemical (\$2.7750 per gallon)
- Item 9: Sulfuric Acid (DAT): Slack Chemical (\$8.9310 per gallon)
- Item 10: Citric Acid (DAT): Chemrite Incorporated (\$1.7490 per gallon)
- Item 11: Potassium Permanganate (CLFP): Surpass Chemical (\$2.8700 per pound)
- Item 12: Polyaluminum Chloride (CLFP & DAT): Holland Company (\$3.71 per gallon)
- Item 13: Liquid Sodium Permanganate (CLFP): Chemrite Incorporated (\$26.800 per gallon)

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

#	Company	Bid Received	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Item 9	Item 10	Item 11	Item 12	Item 13
			Sodium Fluoride (CLFP)	Sodium Hypochlorite (CLFP & DAT)	Blended Polyorthophosphate (CLFP)	Hydrofluosilicic Acid (DAT)	Sodium Hydroxide (DAT)	Phosphoric Acid (DAT)	Soda Ash (DAT)	Sodium Bisulfite (DAT)	Sulfuric Acid (DAT)	Citric Acid (DAT)	Potassium Permanganate (CLFP)	PolyAluminum Chloride (CLFP & DAT)	Liquid Sodium Permanganate (CLFP)
			Price/Lb	Price/Gallon	Price/Lb	Price/Gallon	Price/Gallon	Price/Gallon	Price/Lb	Price/Gallon	Price/Gallon	Price/Gallon	Price/Lb	Price/Gallon	Price/Gallon
1	Surpass Chemical Company, Inc.	1/31/2023	\$2.5600	\$3.9600	NB	NB	\$2.8650	NB	NB	\$2.7750	NB	\$4.9850	\$2.8700	NB	NB
2	PUS Minibulk Inc.	1/31/2023	NB	\$4.5100	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
3	Brenntag Northeast Inc.	1/31/2023	NB	NB	NB	NB	NB	NB	\$0.3400	NB	NB	NB	NB	NB	NB
4	Chemrite Incorporated	1/31/2023	\$2.6500	NB	\$3.3600	NB	NB	\$1.4800	NB	NB	NB	\$1.7490	\$3.6500	NB	\$26.8000
5	Thornton, Musso, and Bellemin, Inc.	1/19/2023	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$16.0000	NB	NB	NB
6	Slack Chemical Co., Inc.	1/26/2023	NB	\$2.9370	\$2.8500	\$5.8430	\$4.8490	NB	NB	\$3.8430	\$8.9310	\$16.3120	NB	\$4.3300	NB
7	Shannon Chemical Corporation	1/26/2023	NB	NB	\$2.7700	\$7.4700	NB	\$11.2700	NB	NB	NB	\$13.4400	\$6.3700	NB	\$31.1700
8	Kuehne Chemical Co., Inc.	1/27/2023	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
9	Holland Company	1/27/2023	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$3.71	NB
10	Coyne Chemical Bid Administrat	1/30/2023	\$2.08	\$5.18	\$3.37	\$5.36	\$5.76	\$9.51	NB	\$6.43	\$9.01	\$14.35	NB	NB	NB

#17B

MEMORANDUM

TO: Gil Piaquadio; Town Supervisor and Town Board Members

From: Daniel Bertola; Supervising Operator

Date: February 8th, 2023

Re: Award Recommendation for 2023 Alum Sludge Disposal

On February 1st, 2023 sealed bids for Alum Sludge Disposal from the Town's Water Treatment Plants were opened by the Town of Newburgh Town Clerk, based on those bids, this is my recommendation:

TAM Enterprises, Inc. : (\$0.1590)

As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

January 6, 2023

Alum Sludge Removal and Disposal for the Chadwick Lake and Delaware Aqueduct Water Treatment Plants
 February 1, 2023 10am

Package #	Company	Address	Name	Bid Received	Price/Gal
1	Harrison & Burrows Bridge Constructors Inc.	22 Hamilton Ln., Glenmont, NY 12077	Dane Inogna		
2	Synagro Northeast, LLC	435 Williams Ct. Suite 100, Baltimore, MD 21220	Annetta McCabe		
3	Casella Waster Systems, Inc.	23 Tomahawk Trail, Denville, NJ 07834	Patrick Kennedy		
4	Wind River Environmental	5 Holland St., Salunga, PA 17535	Paula Weaver	1/30/2023	.22/gal
5	ACV Environmental Service, Inc.	19 National Dr., Franklin, MA 02038	Jeannine Viars		
6	H. I. Stone & Son Inc.	313 Main St. N. Southbury, CT 06488	Chuck Stone Jr.	1/31/2023	.16/gal
7	Spectraserv	75 Jacobus Ave., Kearny, NJ 07032	Ruth Guerra	1/30/2023	.21/gal
8	TAM Enterprises, Inc.	114 Hartley Rd., Goshen, NY 10924		1/31/2023	0.159 /gal



#18

**NEWBURGH TOWN COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550**



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

**HON. JUDE T. MARTINI
TOWN JUSTICE**

**SAZIYE MUSTAFA
COURT CLERK TO TOWN JUSTICE**

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor

FROM: Hon. Jude T. Martini thru 
Saziye Mustafa, Court Clerk 

DATE: January 30, 2023

SUBJECT: Unclaimed Bail

Please find attached a check for the following items:

From Bail Account: Check # 3752

<u>Check No.</u>	<u>Date Issued</u>	<u>Pay to the Order of:</u>	<u>Docket No.</u>	<u>Description</u>	<u>Amount</u>
3731	07/19/2022	Zhane Desisso	21120600	Never Cleared	\$0.97
3745	11/07/2022	Corey King	22050343	Never Cleared	\$1.00

After six (6) years, unclaimed cash becomes the property of the municipality.

If you have any questions or need additional information, please feel free to contact me directly.

Attachment

cc: Ronald Crum, Town Accountant ✓

VOID TO LIGHT TO VIEW THIS WATERMARK IN PAPER. USE POSITIVE RED LOCK DRAGGERS FOR WATER.

3752

JUDE T. MARTINI, TOWN JUSTICE

BAIL ACCOUNT-TOWN OF NEWBURGH

311 ROUTE 32
NEWBURGH, NY 12550

DATE 1/30/23

10-4/220

PAY
TO THE
ORDER OF

Town of Newburgh Supervisor

\$ 1.97^{xx}

One

97/100

DOLLARS

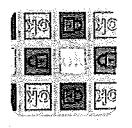
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