

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: INTER-MUNICIPAL AGREEMENT WITH ORANGE
COUNTY;

RESOLUTION OF TOWN BOARD AUTHORIZING
EXECUTION AND DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE TOWN OF NEWBURGH
THE COUNTY OF ORANGE FOR THE PERIOD MARCH 10,
2025 - JANUARY 1, 2026 FOR STOP DWI PROGRAM
SERVICES
OUR FILE NO. 800.1(B)(7)(2011); 800.1(B)() (2025)

DATE: MARCH 18, 2025

P: 845.562.9100
F: 845.562.9126

655 Little Britain Road
New Windsor, NY 12553

P.O. Box 2280
Newburgh, NY 12550

ATTORNEYS

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

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

COUNSEL

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

OF COUNSEL

Craig F. Simon

In accordance with Supervisor Piaquadio's request, enclosed please find the above referenced proposed resolution authorizing a Stop DWI Program Services Agreement for 2025 for the Town Board's consideration. The term of the Agreement as set forth in Article 2 is March 10, 2025 to January 1, 2026. It covers three enforcement periods coincident with holiday periods, with the last period ending January 1, 2026. As in the past and as is generally the case with funding agreements, Article 9 requires the Town to defend and indemnify the County for claims losses, damages, liabilities, costs and expenses arising out of acts or omissions of the Town or its agents relating to the Agreement or funds. Article 12 includes set-off right to withhold monies otherwise due to the Town in the event of a default by the Town.

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

MCT:scl
Enclosure

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

At a meeting of the Town Board of the
Town of Newburgh, held at the Town Hall,
1496 Route 300, Newburgh, New York on
the ___th day of March, 2025 at 7:00 o'clock
p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor
Paul I. Ruggiero, Councilman
Scott M. Manley, Councilman
Anthony R. LoBiondo, Councilman
James Politi, Councilman

RESOLUTION OF TOWN BOARD
AUTHORIZING EXECUTION AND
DELIVERY OF INTER-MUNICIPAL
AGREEMENT BETWEEN THE
TOWN OF NEWBURGH AND
THE COUNTY OF ORANGE FOR
THE PERIOD MARCH 10, 2025 -
JANUARY 1, 2026 FOR
STOP DWI PROGRAM SERVICES

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

WHEREAS, the County of Orange has forwarded a proposed Inter-Municipal Agreement
between the County and the Town of Newburgh having a term commencing on March 10, 2025 and
ending on January 1, 2026 for the STOP-DWI program enforcement patrol funding period beginning
on March 10, 2025 and ending on January 1, 2026 (the "Agreement"); and

WHEREAS, the Town Board has reviewed the terms and conditions of the aforesaid
Agreement and finds the Agreement acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such agreement for STOP
DWI PROGRAM SERVICES between the County and Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh,
Orange County, New York, that:

1. the execution and delivery of the Agreement and all other such agreements between the
County of Orange and the Town of Newburgh for STOP DWI program services for enforcement
periods ending on or before January 1, 2026 which conform to the terms and conditions of the
Agreement by the Town of Newburgh Supervisor is hereby authorized; and

2. the Town of Newburgh Police Department is hereby authorized to participate in the Stop
DWI enforcement program in accordance with the terms of the Agreement(s).

BE IT FURTHER RESOLVED, that the Supervisor, the Chief of Police and other officers
of the Town are hereby authorized and empowered 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,
agreements, documents and papers and to take such actions as may be necessary to effectuate and
carry out the contents of the foregoing resolutions and the terms and conditions of the Agreement(s);
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:

Paul I. Ruggiero, Councilman voting _____

Scott M. Manley, Councilman voting _____

Anthony R. LoBiando, Councilman voting _____

James Politi, Councilman voting _____

Gilbert J. Piaquadio, Supervisor voting _____

The resolution was thereupon declared duly adopted.

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

Lisa M. Vance Ayers, Town Clerk
Town of Newburgh



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

March 12, 2025

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Acceptance of Stop DWI Funding

I am requesting the Newburgh Town Board adopt a Resolution authorizing execution and delivery of an inter-municipal agreement, between the Town of Newburgh and the County of Orange, for Stop DWI Program Services beginning March 10, 2025 and ending on January 1, 2026.

Respectfully submitted,


Donald B. Campbell
Chief of Police

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
OC Emergency Services

Administrator
John Jones

STOP-DWI / Traffic Safety Programs
22 Wells Farm Road
Goshen, New York 10924
845-615-0566



TO: TOWN OF NEWBURGH POLICE DEPARTMENT

FROM: Robert Doss, Deputy Commissioner/Orange County STOP-DWI Coordinator

DATE: March 6, 2025

Enclosed is your department's contract for the 2025 STOP-DWI (Regular) enforcement patrol year funding beginning on March 10, 2025, and ending on January 1, 2026. The contract is for participation for the full year. The enclosed contract indicates the Not-to-Exceed dollar amount for the 1st Period beginning on March 10, 2025, and ending on June 1, 2025, in the amount of \$4324. The contract no longer includes a limit on the number of hours you may use. You will be subsequently notified by letter of the awarded amount of the total dollars for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract at your earliest convenience to ensure that your department can participate in the enforcement period. **A BOARD-CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED BY EMAIL TO csaccone@orangecountygov.com OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's STOP-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 10th day of March, 2025, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **TOWN OF NEWBURGH**, a Town of the State of New York, with its principal offices at 300 Gardnertown Road, Newburgh, NY 12550 by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on March 10, 2025 and end January 1, 2026.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-1, by execution of this IMA, the MUNICIPALITY and the individual signing this IMA on behalf of the MUNICIPALITY certifies, under penalty of perjury, that the MUNICIPALITY has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

A manually signed copy of this IMA delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this IMA.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name: _____
Title: _____

DATE: _____

DATE: _____

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 10, 2025 through June 1, 2025, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2025 through September 2, 2025, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 10, 2025 through January 1, 2026, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 11, 2024 through January 1, 2025, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **FOUR THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$4324)** for the first enforcement period of 2025. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2025.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2025 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa
#5B

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Council

From: Eileen Rose, HR Manager ER

Date: March 21, 2025

Re: Part-time Dispatcher

Chief Campbell is requesting authorization to hire two part-time dispatchers, Benjamin Corrado and Maria Panico. They will need a physical, drug/alcohol testing, fingerprints and paperwork to be completed. A proposed hire date on or after April 7, 2025, with a salary of \$20.00 per hour. Thank you.



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

March 20th

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Benjamin Corrado as a part-time dispatcher. Mr. Corrado would start at a rate of \$20.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after April 7th, 2025 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Benjamin Corrado

DEPARTMENT: P.O. A

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: P/T

HOURLY RATE: 20.00 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3120-0100

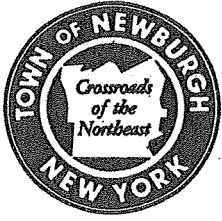
PROPOSED HIRE DATE: as of 4/7/25

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

[Signature]
DEPARTMENT HEAD SIGNATURE

3/20/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



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

March 20th


To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Part-Time Dispatcher Position

I am requesting authorization to hire Maria Panico as a part-time dispatcher. Mrs. Panico would start at a rate of \$20.00 per hour not to exceed an average of 20 hours per week or 1040 hours in any calendar year. I am requesting he receive a start date effective on or after April 7th, 2025 pending a physical exam and fingerprinting. (Fund appropriation # 001-3120-0100-000).



Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Maria Pomico

DEPARTMENT: Police

TITLE OF POSITION: Dispatcher

FULL TIME OR PART TIME: P/T

HOURLY RATE: 20.00

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

FUND APPROPRIATION NUMBER: 3120-0100

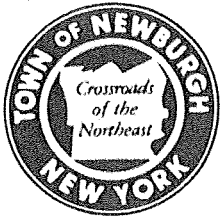
PROPOSED HIRE DATE: on or after 4/7/25

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


DEPARTMENT HEAD SIGNATURE

3/20/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT



TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Lisa
#5C

PERSONNEL DEPT.

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

To: Supervisor Piaquadio
Town Council

From: Eileen P. Rose, HR Manager *EPR*

Date: March 21, 2025

Re: Part-time Animal Shelter Helper

Chief Campbell is requesting authorization to hire one part-time Animal Shelter Helper, Casey Coppola. She will need a physical, drug/alcohol testing, fingerprints and paperwork to be completed. A proposed hire date on or after April 7, 2025, with a salary of \$20.00 per hour. Thank you.



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

March 20, 2025

To: Newburgh Town Board

Cc: Charlene Black

From: Chief Donald B. Campbell

Subject: Part-Time Animal Shelter Helper

I am requesting the Newburgh Town Board hire Casey Coppola to fill a vacant Part-Time Animal Shelter Helper position. The position has a salary of \$20.00 per hour and hours are not to exceed an average of 20 hours per week or 1040 hours in one calendar year. I am requesting a start date on or after April 7th 2025 pending fingerprinting and physical. Fund appropriation number 001-3510-0100.

Respectfully submitted,

Donald B. Campbell
Chief of Police

TOWN OF NEWBURGH

EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: Casey Coppola

DEPARTMENT: Animal Control

TITLE OF POSITION: Shelter Helper

FULL TIME OR PART TIME: P/T

HOURLY RATE: 20.00 per hour

IS POSITION FUNDED IN CURRENT BUDGET: YES OR NO

FUND APPROPRIATION NUMBER: 3510-0100

PROPOSED HIRE DATE: 4/7/25

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


DEPARTMENT HEAD SIGNATURE

3/20/25
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL
DEPARTMENT

#6

TOWN OF NEWBURGH

AUDIT # 6

DATE: MARCH 24, 2025

TOTAL OF ALL PAYMENTS: \$ 2,028,472.74

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of \$ 2,028,472.74 plus the paid prior audit of \$ 0.00 were audited by the Town Board on the above date and allowed in the amount shown above. You are authorized and directed to pay each of the claimants the amounts opposite their names.

Dated : MAR 24 2025

Town Clerk Office

Town Board:

#7A & 7B

TOWN OF NEWBURGH

Crossroads of the Northeast

21 Hudson Valley Professional Plaza
Newburgh, NY 12550

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

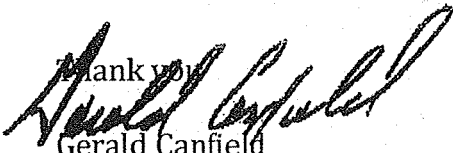
March 21, 2025

To: Supervisor Piaquadio
and Town Board Members

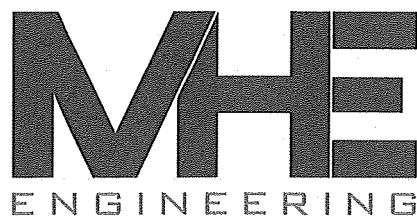
From Code Compliance Supervisor
Gerald Canfield

Re: Personnel Hiring

I wish at this time to request the Boards approval to start the hiring process to fulfill the full-time vacant Assistant Fire Inspector position and the part-time Building Inspector III position. Funds are available in the 2025 Building and Fire Inspectors budget.


Thank you
Gerald Canfield
Code Compliance Supervisor

#9B



19 March 2025

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor and Town Board Members

SUBJECT: Matrix Logistics Center Roadway Improvement - Security Relief PB #20-17


Dear Supervisor Piaquadio and Town Board Members,


This office has received a request from the developer to release security associated with the construction of Matrix Drive and other site improvements. Matrix Drive is the access road to the Matrix Logistics facility located off of Union Avenue. The project has been completed by the developer. Matrix Drive continues to be a private roadway solely serving the Matrix development site. As you may be aware, the offers of dedication and session were filed such that Matrix Drive could be a Town Roadway upon acceptance of dedication by the Town of Newburgh. This was put in place should Matrix Drive become a through street between NYS Route 300 and NYS Route 52. The Town has received as-built construction drawings for the Matrix properties. On 21 April 2023, this office issued a letter regarding the reduction of the original security \$1,382,221.56 be reduced to \$213,060. This takes no exception to the releasing the remain securities for the construction of the improvements.

Releasing of the security requires Town Board action.

Please feel free to contact the undersign should you require any additional information regarding this matter.

Very truly yours,
MHE Engineering, D.P.C.


Patrick J. Hines
Principal


Michael W. Weeks, P.E.
Principal

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

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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



THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

SURETY RIDER

It is understood and agreed that surety bond number **S282627**
with **Matrix Newburgh Route 300, LLC** as principal
and **Town of Newburgh, New York** as obligee is
hereby amended effective April 27, 2023 as follows:

Decrease Bond Amount from:

One Million Three Hundred Eighty-Two Thousand Two Hundred Twenty-One and 56/100
Dollars (\$1,382,221.56)

to

Two Hundred Thirteen Thousand Sixty and 00/100 Dollars (\$213,060.00)

It is further understood and agreed that no other condition, limitation or exclusion of the
bond shall be altered or amended by this rider.

This rider shall be attached to and form a permanent part of this bond.

Signed, Sealed and Dated this 27th day of April, 2023.

Matrix Newburgh Route 300, LLC

Principal

By: 

NGM Ins. Co. (FKA National Grange Mutual Ins. Co.)

By: 

Lori N. Baybutt

Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

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:

"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 **Lori N. Baybutt** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bond number **S282627** dated **April 27, 2023** on behalf of **Matrix Newburgh Route 300, LLC** in favor of **Town of Newburgh, New York**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was 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 officer 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 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she 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 7th day of January, 2020.

Loe K. Pente



I, Nancy Giordano-Ramos, 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 27th day of April, 2023.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-603-358-1343..**

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.



**MAIN
STREET
AMERICA**
INSURANCE



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9th, 2023, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU.....CHIEF EXECUTIVE OFFICER AND PRESIDENT
KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
JOSEPH D. FREITAS.....TREASURER
NANCY L. GIORDANO-RAMOS, ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL, RICHARD C VAUGHN,
J. DAVID RANDLE..... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2022.

ADMITTED ASSETS

LIABILITIES

Bonds at Amortized Values.....\$116,798,405
Stocks at Market Value.....\$126,706,473
First Mortgage Loans.....0
Real Estate.....\$2,782,171
Cash in Office and Banks.....(3,387,785)
Short Term Investments.....\$3,871,410
Agent's Balance (Less than 90 Days).....\$326,236,450
Accrued Interest.....\$872,443
Other Assets.....\$316,485,941
TOTAL ADMITTED ASSETS.....\$890,365,508

Reserve for Losses.....0
Reserve for Loss Adjustment Expenses.....0
Reserve for Unearned Premiums.....0
Reserve for Other Underwriting Expenses.....\$48,512,561
Reserve for Taxes, Licenses, and Fees.....\$3,616,620
Loss Drafts in Transit.....0
Other Liabilities.....\$238,213,124
Total Liabilities.....\$290,342,305
Policyholders' Surplus.....\$600,023,203
TOTAL.....\$890,365,508

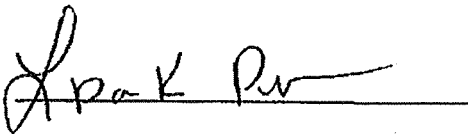
Securities as deposited by law, included above = \$5,440,621

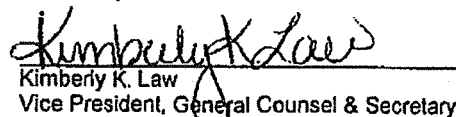
I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

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 9th day of March, 2023

IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 9th day of March, 2023




Kimberly K. Law
Vice President, General Counsel & Secretary



**Road, Water, Sewer, Drainage, Stormwater, Lighting Improvement
SUBDIVISION/SITE IMPROVEMENT PERFORMANCE BOND**

Bond No. 5282627

KNOW ALL MEN BY THESE PRESENTS, that we, MATRIX NEWBURGH ROUTE 300, 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 ONE MILLION THREE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED TWENTY-ONE AND 56/100 DOLLARS (\$1,382,221.56), 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 subdivision regulations and zoning code for final approval of a site plan, dated OCTOBER 21, 2021, known as MATRIX LOGISTICS CENTER AT NEWBURGH, located at NEW YORK STATE ROUTE 300 IN THE TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK, or Principal is the authorized agent of such applicant/owner; and

WHEREAS, the Principal is required to furnish a good and sufficient bond for the proper construction or installation of on-site private access road, stormwater discharge or drainage and other related improvements, including but not limited to street signs, concrete monuments, sidewalks, street trees, streetlights, guiderails and retaining walls, for the development of the approved site plan (hereinafter collectively the "improvements") and deliver certified as built drawings of the improvements at the Principal's own expense in the time and manner specified in the Town of Newburgh Code and in accordance with the specifications of the Town of Newburgh and the resolution and plans approved by and 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 reconstruction, restoration and repair of all existing and future street paving, shoulders, drainage swales and structures, water and sewer utilities, damaged or subsequently affected by said construction as of the date the Obligee's engineers certify the improvements have been completed in accordance with the applicable requirements and satisfactory as built drawings have been delivered to the Obligee (said conditions hereinafter referred to as the "Agreement")

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements in accordance with the Agreement, shall deliver certified as built drawings, shall post a satisfactory maintenance assurance for a two (2) year period with the Obligee from the date of acceptance of the improvements, and shall save the Obligee harmless from any loss, cost, or damage by reason of the Principal's failure to complete 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 improvements have not been installed or completed, will 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 4th day of March 2022.

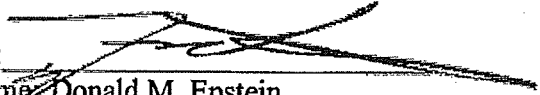
PRINCIPAL

MATRIX NEWBURGH ROUTE 300, LLC,
a New York limited liability company

By: Matrix/PPF Newburgh Route 300 Holdings, LLC,
a Delaware limited liability company


By: Matrix Development Group Associates, L.L.C.,
a New Jersey limited liability company,
its administrative member

By: Taylor/Epstein Investment Fund, L.L.C.,
a New Jersey limited liability company,
its manager

By: 
Name: Donald M. Epstein
Title: Manager

SURETY

NGM Insurance Company

By: 
Lori N. Baybutt, Attorney-In-Fact



NGM INSURANCE COMPANY

A member of The Main Street America Group

POWER OF ATTORNEY

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:

"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 **Lori N. Baybutt** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bond number **S282627** dated **March 4, 2022**

on behalf of **Matrix Newburgh Route 300, LLC**

in favor of **Town of Newburgh, New York**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was 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 officer 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 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law

Vice President,

General Counsel and Secretary

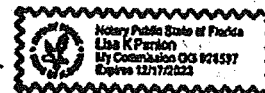


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, depose and said that she 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 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, 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 4th day of March, 2022.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-603-358-1343**.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

**STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES**

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE
LAW**

It is hereby certified that

**NGM Insurance Company
of Jacksonville, Florida**

a corporation organized under the laws of Florida and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$648,281,338. (Capital \$5,250,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2020, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 1st
day of July, 2021.

Linda A. Lacewell
Superintendent

By

Colleen M. Draper
Special Deputy Superintendent

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

NGM Insurance Company

Home Office Address Jacksonville, Florida

Organized under the Laws of Florida

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, motor vehicle and aircraft physical damage, marine and inland marine and marine protection and indemnity insurance, as specified in paragraph(s) 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 19, 20 and 21 of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended) to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2022.



**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2021**

Linda A. Lacewell
Superintendent

By *Colleen M. Draper*

Colleen M. Draper
Special Deputy Superintendent

Original on Watermarked Paper



**MAIN
STREET
AMERICA**
INSURANCE



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 11th, 2021, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU.....CHIEF EXECUTIVE OFFICER AND PRESIDENT
THERESA E. BREUNIG-SILBERNAGEL.....SENIOR VICE PRESIDENT, ENTERPRISE SOLUTIONS
KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
JOSEPH D. FREITAS VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
DAVID S. MEDVIDOFSKYSENIOR VICE PRESIDENT, PRODUCT OPERATIONS
RUTH C. MUNGER, ANNA D. PARKER, STACY JUELF, KEVIN A COMIER, NANCY L. GIORDANO-RAMOS,
ROBERT T. HETZEL, SARAH C. BOURDEAU, PRIYESH A. PATEL, STEVEN C. KILINGERMANN, JR,
CHRISTOPHER L. COX..... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2020.

ADMITTED ASSETS

Bonds at Amortized Values.....	\$ 135,493,927
Stocks at Market Value.....	162,994,249
First Mortgage Loans.....	9,496,000
Real Estate.....	3,809,505
Cash in Office and Banks.....	(40,912,462)
Short Term Investments.....	1,739,556
Agent's Balance (Less than 90 Days).....	305,826,550
Accrued Interest.....	578,933
Other Assets.....	277,701,627
TOTAL ADMITTED ASSETS.....	856,727,885

LIABILITIES

Reserve for Losses.....	0
Reserve for Loss Adjustment Expenses.....	0
Reserve for Unearned Premiums.....	0
Reserve for Other Underwriting Expenses.....	53,817,249
Reserve for Taxes, Licenses, and Fees.....	5,383,121
Loss Drafts in Transit.....	0
Other Liabilities.....	149,246,177
Total Liabilities.....	208,446,547
Policyholders' Surplus.....	648,281,338
TOTAL.....	\$ 856,727,885

Securities as deposited by law, included above = \$ 5,523,585

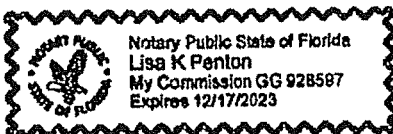
I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

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 16 day of March, 2021

IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 16 day of March, 2021

Lisa K. Penton



Kimberly K. Law

Kimberly K. Law
Vice President, General Counsel & Secretary





21 April 2023

Town of Newburgh
1496 Route 300
Newburgh, NY 12550

ATTENTION: Gilbert Piaquadio, Town Supervisor & Town Board Members

SUBJECT: Matrix Logistics Center – Roadway Improvement Bond Reduction Request
(PB # 17-01) MHE Project # 22-101

Dear Supervisor Piaquadio and Town Board Members,

This office has received a request from the developer to reduce security associated with the construction of Matrix Drive. Matrix Drive is the access road to the Matrix Logistics Center facilities being construction off of Union Avenue. This office has provided periodic review of the activities on the site during construction. The applicants have requested the original bond amount of \$1,382,221.56 be reduced to \$100,065.00.

Based on the review of the original bond, this office recommends the entire amount for the top course \$141,524.17 as well as \$10,000.00 for as built plans remain secured at this time. This totals \$151,524.17. The remaining bond amount of \$1,230,697.39 can be reduced to a 5% maintenance amount of \$61,534.70, leaving a total roadway security of \$213,060.00.

Based on the above, this office would recommend the Town Board take action on reducing the original roadway security amount of \$1,382,221.56 to \$213,060.00. The bond reduction requires Town Board action.

Please feel free to contact the undersigned should you require and additional information regarding this matter.

Very truly yours,

MHE Engineering, D.P.C.

A handwritten signature in cursive script, appearing to read 'Patrick J. Hines'.

Patrick J. Hines
Principal
PJH/ltm

Cc: Mark Taylor, Town Attorney
Jerry Confield, Code Enforcement Supervisor
John P. Ewasutyn, Planning Board Chairman

NEW YORK OFFICE

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

PENNSYLVANIA OFFICE

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

Project Name: Matrix Logistics Center
Planning Board No.:

Municipality: Town of Newburgh
Date: 11/15/2021

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Roadway							
Grade Subgrade in ROW	SY	\$ 1.20	16,064	\$ 19,276.83		\$ -	\$ 19,276.83
Cut and Chip Trees	AC	\$ 8,820.50		\$ -		\$ -	\$ -
Stump removal and disposal	AC	\$ 6,105.50		\$ -		\$ -	\$ -
Erosion Control	AC	\$ 4,340.00		\$ -		\$ -	\$ -
Silt Fence	LF	\$ 6.50		\$ -		\$ -	\$ -
Roadway Subbase (8" course)	SY	\$ 14.40	10,293	\$ 148,214.40		\$ -	\$ 148,214.40
Roadway Subbase (12" course)	SY	\$ 21.00	10,293	\$ 216,146.00		\$ -	\$ 216,146.00
Roadway Subbase (15" course)	SY	\$ 25.90		\$ -		\$ -	\$ -
Asphalt Pavement (1" top)	SY	\$ 13.75	10,293	\$ 141,524.17		\$ -	\$ 141,524.17
Asphalt Pavement (1.5" top)	SY	\$ 16.10		\$ -		\$ -	\$ -
Asphalt Pavement (2" top)	SY	\$ 20.75		\$ -		\$ -	\$ -
Asphalt Pavement (2.5" course)	SY	\$ 25.75	10,293	\$ 265,036.17		\$ -	\$ 265,036.17
Asphalt Pavement (3" course)	SY	\$ 31.00		\$ -		\$ -	\$ -
Asphalt Pavement (3.5" course)	SY	\$ 36.25		\$ -		\$ -	\$ -
Asphalt Pavement (4" course)	SY	\$ 42.00		\$ -		\$ -	\$ -
Asphalt Pavement (5" course)	SY	\$ 51.75		\$ -		\$ -	\$ -
Asphalt Pavement (intensive handwork)	TN	\$ 285.25		\$ -		\$ -	\$ -
Tack Coat	SY	\$ 1.00	10,293	\$ 10,292.67		\$ -	\$ 10,292.67
Roadway ROW Topsoil (6") & Seeding	SY	\$ 17.55	5,771	\$ 101,287.29		\$ -	\$ 101,287.29
Concrete Monuments	EA	\$ 196.75		\$ -		\$ -	\$ -
Roadway As-Built (50' Wide)	LF	\$ 1.50	1,935	\$ 2,901.90		\$ -	\$ 2,901.90
Street Signs (Traffic Control)	EA	\$ 305.35	1	\$ 305.35		\$ -	\$ 305.35
Street ID	EA	\$ 340.00		\$ -		\$ -	\$ -
Concrete Curbing	LF	\$ 50.00	3,688	\$ 184,420.00		\$ -	\$ 184,420.00
Concrete Sidewalk (up to 1,000 SY)	SY	\$ 115.00	394	\$ 45,362.39		\$ -	\$ 45,362.39

Project Name: Matrix Logistics Center
Planning Board No.:

Municipality: Town of Newburgh
Date: 11/15/2021

PUBLIC IMPROVEMENT UNIT PRICES
(Interim Update Dec. 2018)

Description	Unit	Unit Cost	Total Quantity	Total Cost	Completed Quantity	Completed Cost	Remaining Cost
Concrete Sidewalk (>1,000 SY)	SY	\$ 80.00		\$ -		\$ -	\$ -
Concrete Sidewalk (4' Wide)	LF	\$ 52.00		\$ -		\$ -	\$ -
Concrete Sidewalk (5' Wide)	LF	\$ 63.85	710	\$ 45,334.78		\$ -	\$ 45,334.78
Street Trees (2.5" Cal, w/frame and grate)	EA	\$ 1,700.00		\$ -		\$ -	\$ -
Street Trees (2.5" Cal)	EA	\$ 770.00		\$ -		\$ -	\$ -
Street Lights (std. luminair, u/g/ feed)	EA	\$ 9,200.00	9	\$ 82,800.00		\$ -	\$ 82,800.00
Guide Rail (W-Beam)	LF	\$ 67.90	1,405	\$ 95,379.13		\$ -	\$ 95,379.13
Guide Rail (Box Beam)	LF	\$ 95.00		\$ -		\$ -	\$ -
End Section (W-Beam, Wrap)	EA	\$ 1,208.00		\$ -		\$ -	\$ -
End Section (W-Beam, conc. Anchor)	EA	\$ 3,000.00	4	\$ 12,000.00		\$ -	\$ 12,000.00
Modular Block Retaining Wall (up to 6' High)	SF	\$ 55.00		\$ -		\$ -	\$ -
Modular Block Retaining Wall (over 6' High)	SF	\$ 65.00	184	\$ 11,940.50		\$ -	\$ 11,940.50
Concrete Retaining Wall (up to 6' High)	CY	\$ 950.00		\$ -		\$ -	\$ -
Concrete Retaining Wall (over 6' High)	CY	\$ 1,155.75		\$ -		\$ -	\$ -
Total				\$ 1,382,221.56		\$ -	\$ 1,382,221.56

Notes:

1. Added line items for 1" top and 2.5" course.
2. Erosion control line items were included as part of the erosion control cost estimate.

#9C

**TOWN OF NEWBURGH
TOWN ENGINEER**

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: P. Hines, MHE Rep *PH*

DATE: 20 March 2025

RE: **River Road Geotechnical Investigation Proposal**

Based on the issues being experienced at River Road in the vicinity of the power plant. MHE Engineers has solicited a proposal from Tectonic Engineers for a Geotechnical investigation.

The investigation will provide additional information regarding subsurface conditions impacting the Town's roadway.

A copy of the proposal for professional services is attached. The base fee for this work under the proposal is \$21,500.00, plus cost for meetings at an hourly rate.

The NYC DEP contract DEL 480 has funding for the Town to undertake the geotechnical evaluation. Costs will be reimbursed by NYC DEP.

Town Board approval of the proposal is required. Town Board approval should be conditioned on Town Attorney review of the proposal.

Cc: M. Taylor, Town Attorney
M. Hall, Highway Superintendent
R. Clum, Town Accountant
M. Weeks, P.E., MHE
J. Zajac, P.E., MHE
B. Richardson, NYC DEP

PJH/dd



REGISTERED PROFESSIONAL ENGINEERS
REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEERS
REGISTERED PROFESSIONAL LAND SURVEYORS

Town of Newburgh
1496 Route 300
Newburgh, New York 12550
C/O: MHE Engineering, D.P.C.

Attention: Gil Piaquadio, Town of Newburgh - Supervisor
C/O: Jamison Zajac, PE - Associate, MHE Engineering, D.P.C.
Via email: (jjajac@mhepc.com)

February 26, 2025

RE: PN 25-0216
PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
PAVEMENT SETTLEMENT
RIVER ROAD
TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

Dear Mr. Zajac:

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (Tectonic) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced project. The proposed services include the performance of a subsurface investigation, boring inspection, subcontractor oversight, and the preparation of a geotechnical engineering report. The geotechnical report will provide recommendations for the design and repair of the distressed pavement and settlement.

Based on our correspondence, we understand that the purpose of the study will be to provide geotechnical recommendations and guidance regarding road settlement along River Road, Newburgh, New York, in the general vicinity of the Roseton Generating Station. Per our conversations with MHE Engineering, D.P.C., and our initial review of a geophysical survey report prepared by others, an approximate 1,000-foot-long section of the road has experienced pavement distress, sinkholes, and settlement, and has noted disturbed soils in several areas, including along a noticeably depressed area of the roadway. Tectonic proposes borings within the sinkholes and distressed areas through the mobilization of an ATV-mounted drill rig.

As the Client is the Town of Newburgh, Orange County, New York, note should be taken that prevailing wage rates will apply to all applicable subcontracted work. Additionally, Maintenance and Protection of Traffic (MPT) will be provided by the Town of Newburgh.

1.0 SCOPE OF SERVICES

The following services will be performed for the Town of Newburgh, New York, herein referred to as Client, and coordinated through MHE Engineering, D.P.C., herein referred to as Client Agent.

Newburgh Office

1279 Route 300 | Newburgh, NY 12550
845.567.6656 Tel | 845.567.8703 Fax

tectonicengineering.com
Equal Opportunity Employer

- 1.1 Mobilize an ATV-mounted drill rig and perform two (2) days of drilling geotechnical borings. The geotechnical borings will range in depth from approximately 8 to 25 feet below existing grade. Most of the borings will be shallow, but at least one will extend to a depth that is sufficient to identify deep-seated issues, if present. Standard Penetration Testing (SPT), with split-spoon sampling, will be performed within the borings.
- 1.2 Provide field inspection services with a Tectonic representative, working under the purview of a New York State licensed Professional Engineer (P.E.), to locate the borings; perform visual inspection of the subsurface conditions; provide subcontractor oversight; take groundwater level readings; and modify the subsurface investigation program as conditions warrant.
- 1.3 Perform laboratory testing of soil samples as deemed necessary to help assist in establishing engineering characteristics of the soils encountered. Soil laboratory testing may include gradation analysis, Atterberg limits determinations, and a single point California Bearing Ratio (CBR) - Soaked or Unsoaked (ASTM D1883).
- 1.4 Perform a geotechnical engineering evaluation of the subsurface conditions and laboratory test results as they relate to design and construction of the remediation of the existing asphalt pavement distress and subsidence.
- 1.5 Prepare a geotechnical engineering report, signed, and sealed by a New York State licensed Professional Engineer (P.E.), with the following data:
 - a. Boring location plan.
 - b. Subsurface groundwater and bedrock data (if encountered) presented on 8-1/2 by 11-inch boring log forms.
 - c. Laboratory test results.
 - d. Discussion of possible remediation options based on cost-effective, long-term solutions.
 - e. Recommendations for supplemental geotechnical analyses based on remediation options.
 - f. Recommendations for asphalt pavement sections, as required.
 - g. Anticipated groundwater level.
- 1.6 Attend meetings as deemed necessary by the Client or Client Agent.
- 1.7 Optional Service: Mobilize a 2-man survey crew to field locate all the proposed boring locations.

2.0 LIMITATIONS OF SERVICE

The limitations of service shall be in accordance with the attached General Terms and Conditions of Agreement and the following:

- 2.1 Scope of services assumes prevailing wage rates as the Client is the Town of Newburgh, New York. Prevailing wages rates are included in the fees in Section 3.0 below.

- ### 3.0 FEEs AND PAYMENTS

- February 26, 2025

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	FEE
1.1a	Mobilization of an ATV-Mounted Drill Rig	\$900.00/LS	1	\$900.00
1.1b	Drilling in Soil with an ATV-Mounted Drill Rig (Includes Prevailing Wage Rates)	\$3,500.00/Day	2	\$7,000.00
1.2	Field Inspection and Subcontractor Oversight	\$1,000.00/Day	2	\$2,000.00
1.3	Laboratory Testing	\$1,600.00/LS	1	\$1,600.00
1.4 & 1.5	Geotechnical Analysis and Report	\$7,000.00/LS	1	\$7,000.00
1.6	Meetings	Hourly Rates Per Section 3.2 Below	TBD	TBD
Estimated Total				\$18,500.00
Optional Service				
1.7	Field Survey Boring Locations	\$3,000.00/LS	1	\$3,000.00

- 3.2 Any additional engineering services requested by the Client or Client Agent will be billed on a time and material basis in accordance with the following hourly rates, which are subject to an annual escalation of 5% every January 1st:

Senior Vice President	\$265.00
Sr. Geotechnical Engineer (P.E.)	\$215.00
Project Manager	\$195.00
Staff Engineer	\$125.00
Geologist	\$115.00
Administrative Assistant	\$ 85.00

Fees will be invoiced monthly, with payment due within 30 days. If payment is not received within 60 days, this will be seen as just cause to stop work.

Please have an authorized representative sign this agreement or issue a purchase order indicating the acceptance of this agreement and attached General Terms and Conditions and return to Tectonic prior to us starting work.



We look forward to assisting on this project. Should you require additional information, please do not hesitate to call the undersigned.

Sincerely,

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.

A handwritten signature in black ink, appearing to be "Chris Burke", written over a horizontal line.

Christopher Burke, Ph.D., P.E. (NY, NJ, PA, FL), P.M.P.
Senior Vice President, Geotechnical

Attachments: General Terms and Conditions of Agreement (5 pages)
 Work Authorization and Proposal Acceptance Form (1 page)

G:\(Proposal Numbers)\2025\TPC\25 0200-0299\25-0216 River Road Pavement Newburgh\PN25-0216.GEO.Proposal.docx

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (TECTONIC) by CLIENT is under the following terms and conditions, which are an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the services to be provided is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of the CLIENT who has executed this Agreement and is not subject to third party agreements. By accepting this proposal, the CLIENT represents and acknowledges that funding has been secured and that adequate funding will remain available to pay all TECTONIC's invoices within 30 days of date of invoice through final payment.
3. All schedules required to perform the services shall commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized by CLIENT in writing before additional services can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT that change TECTONIC's scope of services or increase fees must also be provided by written notice. For avoidance of doubt, e-mail will constitute written notice.
5. All drawings, specifications, reports, computations, survey notes, electronic files, and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. In consideration for this Agreement, TECTONIC grants CLIENT a non-exclusive license to use the instruments of service in connection with this Project. TECTONIC may elect, if it does not receive full payment of its invoices, to terminate this Agreement and/or revoke CLIENT's license to use the instruments of service. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities, or cost, including reasonable attorneys' fees and defense costs, arising from any use or modification of the instruments of service without TECTONIC's involvement or and use on other projects without prior written consent of TECTONIC.
6. Changes requested by CLIENT (i) in the Schematic Design, Design Development, or Construction Documents after each respective phase has been completed and approved by CLIENT; or (ii) that are inconsistent with CLIENT's program after the Schematic Design Phase will be considered an Additional Service.
7. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by any cause beyond TECTONIC's reasonable control, including but not limited to strikes, accidents, acts of God, epidemics, pandemics, mandated quarantines, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due thereunder shall be equitably increased.
8. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses and any other costs which could not reasonably have been avoided and for which TECTONIC is not otherwise compensated. TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT
9. It is understood that the services to be provided are based on the information provided by CLIENT. CLIENT will provide all relevant and applicable information, requirements, and surveys for the Project in CLIENT's possession or reasonably accessible to CLIENT at no additional cost, including program information describing CLIENT's objectives, schedule, constraints and criteria, space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements, and budget. TECTONIC shall be entitled to rely upon the accuracy and completeness of all such information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the

scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract amount may also change.

10. Unless otherwise agreed in writing, CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations but has not included in the fee the cost of restoration of any damage resulting from the field services. If CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
11. CLIENT shall make prompt and timely decisions regarding design, budget, consultant retention (if applicable) and other issues that may affect TECTONIC's ability to perform and complete its services on schedule. CLIENT shall provide prompt written notice to TECTONIC if it becomes aware of any fault or defect in the instruments of service or the Project.
12. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
13. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.
14. CLIENT agrees to allow TECTONIC to utilize its name as a client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website and social media content.
15. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of New York, State of New York, or the United States District Court for the Southern District of New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, or the invoice shall be deemed accepted. The entire invoice shall be paid in full without deduction, setoff or counterclaim, and CLIENT shall not retain or defer payment due to any alleged dispute with Tectonic. Any disputed amounts may result in a partial refund at a later date upon resolution of the item(s) in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement. TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT
3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for suspension of services or termination by TECTONIC. If CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop its services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for services performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.

5. Invoicing for out-of-pocket expenses including, but not limited to, copying, renderings, travel, telephone, and overnight mailing shall be billed at cost.

3.0 INSURANCE, INDEMNITY AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon execution of this Agreement. If CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this Agreement unless said loss was caused solely by TECTONIC's own negligence.
3. To the fullest extent permitted by law, the total liability, in the aggregate, of TECTONIC and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming through or under CLIENT, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by TECTONIC or \$50,000, whichever is greater.
4. TECTONIC and CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by TECTONIC, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
5. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control of TECTONIC, including delinquent payment by CLIENT. TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT
6. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved. TECTONIC shall not be required to execute certificates, consents or reliance letters that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in TECTONIC having to certify the existence of conditions whose existence TECTONIC cannot ascertain. Any certificate will state that it is based on the best of the TECTONIC's knowledge, information, and belief.
7. TECTONIC shall perform its services consistent with the professional skill and care ordinarily provided by engineers performing similar engineering services on projects of similar size, nature and complexity in the same geographic location as the project (the "Standard of Care"). Nothing herein or otherwise shall be construed to extend or exceed the Standard of Care or establish a fiduciary relationship between the parties. Regardless of any term herein or otherwise, TECTONIC makes no express or implied warranty of any kind as to its findings, recommendations, opinions, professional advice, or otherwise with respect to the Services.
8. TECTONIC employees or consultants may act as licensed, certified, or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state, or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the Standard of Care set forth herein. CLIENT agrees that any supplemental requirements imposed on CLIENT constitute additional services and CLIENT agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
9. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, guarantee that proposals, bid or actual construction cost will not vary from TECTONIC's opinions

or estimates of probable construction costs. Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the scope of services in this Agreement to verify the location of existing utilities. CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss-located utilities, or subsurface structures; and for any impact this damage may cause.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the scope of services of this Agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, **unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by CLIENT in writing at the time the location diagram is supplied.** TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT
4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered, and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the scope of services of this Agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. **The presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve any 3rd Party Contractor(s) for construction and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with their respective contracts, any health or safety precautions required by any regulatory agencies, and all other applicable laws, rules, and regulations governing the project. TECTONIC and its personnel have no authority to exercise any control over any 3rd Party Contractor(s), or other entity or their employees in connection with their construction work or any health or safety precautions, programs, or enforcements. CLIENT agrees that any 3rd Party Contractor(s) for construction are solely responsible for job site safety and warrants this intent shall be made evident in CLIENT's agreement with any 3rd Party Contractor(s). CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be named as an additional insured under any 3rd Party Contractor(s)' general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.**
2. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify, and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by any 3rd Party Contractor(s) in accordance with paragraph 2 of Section 5.0, CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of any 3rd Party Contractor(s)' construction work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of any 3rd Party Contractor(s), a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
4. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
5. CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.
- 6.0 DISPUTE RESOLUTION
 1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If the matter is not resolved through mediation, it shall be resolved through litigation in a court of competent jurisdiction in New York State. The parties voluntarily and irrevocably waive their respective right to a trial by jury.

GTC – Ver. 03/08/2023

WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: PN 25-0216

Date: 02/26/2025

Retainer Amount Required: \$0.00

Project Name & Location: River Road Pavement Repair Project; Town of Newburgh, Orange County, NY

Proposed Services: Geotechnical Engineering Services

Proposal Acceptance

Acceptance (Signature):

Date:

Printed Name:

Title:

Company or Organization Name:

Client Contact Information (All of the following information about the person responsible for the identified tasks must be provided prior to starting work)

Scheduling Work and Receipt of Deliverables	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		

#10A-4B

MEMORANDUM

To: Gil Piaquadio; Town Supervisor and Town Board Members

From: Amanda Gilardo, Water Treatment Plant Operator

Date: March 18, 2025

Re: Chemical Bid Discrepancy for Chadwick Lake Filter Plant

During the chemical bid process, we received a bid from Klenzoid Inc. for Polyorthophosphate in the amount of \$1.190 per pound. This chemical is used at our Chadwick Lake facility as a corrosion control agent. Our facility is set up to use a powder blend 4:1 ratio Polyorthophosphate, however Klenzoid Inc has advised us that their product is a liquid blend.

With this new information, the awarded bidder (Klenzoid Inc.) is unable to provide the chemical we need as the specs required by the bid and water plant.

I would like to award the chemical (powder blend 4:1 ratio Polyorthophosphate) to the next lowest bidder that is in spec which was Shannon Chemical at \$2.17 per pound.

Thank you,

Amanda Gilardo