#6

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

MEMORANDUM

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New Windsor, NY 12553

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Newburgh, NY 12550

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

COUNSEL
Stewart P. Glenn
(1945-2025)
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL
Craig F. Simon

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

FROM: MARK C. TAYLOR, ATTORNEY FOR THE TOWN

RE: RESOLUTION OF THE TOWN BOARD OF THE TOWN NEWBURGH OPPOSING USE BY UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT ("ICE") OF A WAREHOUSE LOCATED AT 800 CORPORATE BOULEVARD IN THE TOWN OF NEWBURGH IF THE USE IS FOR A PROCESSING OR DETENTION FACILITY; GSA Contract Award Number: GS-02P-LNY01055

OUR FILE NO. 800.1(B)( )(2026)

DATE: JULY 8, 2026

Enclosed please find the above referenced draft resolution for the Town Board's consideration.

MCT:sel
Enc.
cc: Lisa M. Vance Ayers, Town Clerk (*via e-mail*)
John P. Ewasutyn, Planning Board Chairman (*via e-mail*)
Gerald Canfield, Code Compliance Supervisor (*via e-mail*)

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300 or by videoconference pursuant to the Governor's Executive Orders, in the Town of Newburgh, Orange County, New York on the __th day of July, 2026 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

Mary L. McLymore, Councilwoman

RESOLUTION OF TOWN BOARD OF THE TOWN OF NEWBURGH OPPOSING USE BY UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT ("ICE") OF A WAREHOUSE LOCATED AT 800 CORPORATE BOULEVARD IN THE TOWN OF NEWBURGH IF THE USE IS FOR A PROCESSING OR DETENTION FACILITY; GSA Contract Award Number: GS-02P-LNY01055

Councilman/woman_____________presented the following resolution which was seconded by Councilman/woman __________.

WHEREAS, members of the Town Board of the Town of Newburgh previously wrote to federal officials in support of Orange County's opposition to any proposed plan for locating an Immigration and Customs Enforcement (ICE) detainee processing and/or detention facility anywhere within the County of Orange; and

WHEREAS, on June 24, 2026, the General Services Administration (GSA) published notice that the United States Government accepted an offer to lease a 42,377 rentable square foot warehouse at 800 Corporate Boulevard in the Town of Newburgh for a lease term of 15 years, 10 years firm; and

WHEREAS, the 800 Corporate Boulevard warehouse building reportedly meets certain United States Government requirements including space for a dedicated sally port/garage for secure access by government vehicles, including "detainee buses and vans," 24/7 government access, and an emergency power generator, as well as being located within a defined area near Stewart Airport; and

WHEREAS, notwithstanding those requirements, the United States Government has not disclosed the planned use of the building; and

WHEREAS, the 800 Corporate Boulevard warehouse building is part of the Northeast Business Center, an approved business park use, which pursuant to the Town's Zoning Code, must be "operated and controlled by an entity or unified group" and may only contain specific enumerated uses permitted in the Interchange Business zoning district in which the property is situated; and

WHEREAS, Corporate Boulevard is a private street over which the Town has limited authority and responsibility; and

WHEREAS, Northeast Business Center is located within the federally designated Orange County Foreign Trade Zone No. 37 and the GSA's decision to occupy distribution space where private international commerce is incentivized through duty and customs benefits instead for governmental purposes by the agency that enforces customs and immigration is problematic; and

WHEREAS, the 800 Corporate Boulevard warehouse and other properties in its vicinity are located in a census tract that is a designated by New York State as a "Disadvantaged Community", a frontline and overburdened community subject to the burdens of climate change risks, socio-economic and other population characteristics, negative public health effects and vulnerabilities that can contribute to more severe adverse effects and pollution exposures and the siting of an ICE processing or detention facility in our Disadvantaged Community will likely compound the burdens already faced; and

WHEREAS, the Town of Newburgh already hosts several Federal, State and private facilities meeting national and regional needs including the Stewart Airport FAA Tower and other airport facilities, the New York Air National Guard Base, two traditional power plants and related infrastructure and a fuel terminal on the Hudson River, two NYS Thruway rest areas, a bus transportation center, a postal distribution center, the Newburgh-Beacon bridge, the Conrail freight railroad line, two interstate and several state highways, two New York City aqueducts, federal governmental offices and Thruway Authority, New York State Department of Transportation and State Police facilities, and has faced several challenges such as PFOS groundwater contamination, lowered domestic well pressures and surface water contamination as a result; and

WHEREAS, warehouses are built for the storage of products and packages, not human occupancy, so safety, structural and accessibility standards for safe occupancy differ substantially between commercial and residential (sleeping unit) structures, detainees should not be housed in facilities which have not been designed and constructed at least to the International Building Code standards established for transient occupancies; and

WHEREAS, New York State through the enactment of Executive Law 170-k, has imposed additional public engagement requirements upon local governments, including but not limited public hearing requirements, and extended time periods for decisions prior to the issuance of variances, permits and certificates, for among other things, the reuse of existing buildings or structures by any private entity for use as an immigration detention facility, adding to the administrative burdens and procedural requirements the Town will need to incur, follow and seek to enforce, should the private owner of the 800 Corporate Boulevard warehouse proceed with a use which in whole or in part "detain individuals for any violation of a civil provision of the federal Immigration and Nationality Act relating to an individual's immigration status;" and

WHEREAS, the 800 Corporate Boulevard warehouse site lacks nearby amenities such as restaurants, retail shops, cleaners, and banks, within safe walking distance which likely means more employee vehicle trips in a 24/7 work environment; and

WHERAS, the Town of Newburgh lacks the necessary law enforcement manpower and resources to address the potential issues that may arise at a processing or detention facility, particularly those needed to ensure public safety, manage crowds and direct traffic if the facility becomes a focal point for protests in light of the fact that the nearest public right of way is a busy, two lane State highway, and the Town's police will be diverted from other enforcement priorities; and

WHEREAS, Orange County's other law enforcement resources, primarily consisting of the County's Sherriff's office and mutual aid responders, are already committed to many on-going matters and their potential diversion to the facility could result in safety concerns for the County's populace; and

WHEREAS, the Town's potable water and sewer utility resources are finite and reliant upon other municipalities for water and sewer treatment pursuant to inter-municipal agreements with the City of New York and City of Newburgh and the site is located in the City of Newburgh's Washington Lake Reservoir watershed; and

WHEREAS, other first responders serving the Town, including firefighters and ambulance workers, are primarily overburdened volunteers.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Newburgh hereby expresses its strong opposition to the use of the 800 Corporate Boulevard warehouse as an ICE processing or detention facility; and

BE IT FURTHER RESOLVED that the Town Clerk forward copies of this resolution to the Hon. Markwayne Mullin, Secretary of the United States Department of Homeland Security, Hon. David Venturella, Acting Director of the United States Immigration and Customs Enforcement, the Hon. John Thune, United States Senate Majority Leader, the Hon. Charles E. Schumer, United States Senate Minority Leader, the Hon. Kirsten Gillibrand, United States Senator for the State of New York, the Hon. Mike Johnson, Speaker of the United States House of Representatives, the Hon. Hakeem Jeffries, Minority Leader of the United States House of Representatives, the Hon. Kathleen C. Hochul, Governor of New York State, the Hon Patrick Ryan, Congressman for the 18th Congressional District of New York, the Hon. Letitia James, Attorney General of the State of New York, the Hon. Robert G. Rolison, State Senator for the 39th Senate District, the Hon. Jonathan G. Jacobson, Assemblyman for the 104th Assembly District, , Hon. Steven M. Neuhaus, Orange County Executive, the Hon. Laurie R. Tautel, Chairwoman of the Orange County Legislature, the Hon. Genesis Ramos, Orange County Legislator for the 4th District, the Hon. Virginia Scott, Orange County Legislator for the 12th District, the Hon. Stephen R. Hunter, Orange County Legislator for the 16th District, the Hon. Gabrielle Hill, Orange County Legislator for the 6th District, and the chief executives of all Orange County municipalities, urging their immediate attention and action in support on this critical matter.

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

Paul Ruggiero, Councilman voting ________

Scott M. Manley, Councilman voting ________

Anthony R. LoBiondo, Councilman voting ________

Mary L. McLymore, Councilwoman voting ________

Gilbert J. Piaquadio, Supervisor voting ________

The resolution was thereupon declared duly adopted.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:
TOWN OF NEWBURGH)

I, Lisa M. Vance Ayers, Town Clerk of the Town of Newburgh, DO HEREBY CERTIFY that I have compared the foregoing resolution, duly adopted by the Town Board of the Town of Newburgh on the ___th day of July, 2026, and entered in the minutes of the proceedings of said Board, and that the foregoing is a true and correct copy of said resolution and the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my name and the seal of said Town on this _________ day of July, 2026.

____

Lisa M. Vance Ayers, Town Clerk

#8A Lisa

TOWN OF NEWBURGH

AUDIT # 13

DATE: July 13,2026

TOTAL OF ALL PAYMENTS: $ 2,331,268.43

To Mr. Gilbert Piaquadio and Town Board:

I certify that the invoices contained within this package of $ 2,331,268.43 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 : July 13, 2026

____
Town Clerk Office

Town Board:

____

____

____

____

____

#9A

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

July 6, 2026

To: Newburgh Town Board

Cc: Charlene Black/Personnel Department

From: Chief Donald B. Campbell

Subject: Full-Time Police Officer Position

I am requesting authorization to start the process for hiring full-time Police Officers. Due to several retirements we now have 6 vacant full-time positions. The process of course will be conducted in compliance with the Town of Newburgh Hiring Policy and Orange County Civil Service rules. (Fund appropriation # 001-3120-0100-000)

Respectfully submitted,

Donald B. Campbell
Chief of Police

#9B

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

June 17, 2026

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 11, 2026 and ending on January 1, 2027.

Respectfully submitted,

Donald B. Campbell
Chief of Police

ORANGE COUNTY, NEW YORK

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

Steven M. Neuhaus
County Executive

Coordinator
Robert Doss
Deputy Commissioner
OC Emergency Services

Administrator
John Jones

TO: TOWN OF NEWBURGH POLICE DEPARTMENT

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

DATE: March 7, 2026

Enclosed is your department's contract for the 2026 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 11, 2026, and ending on January 1, 2027**. 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 11, 2026, and ending on June 1, 2026, in the amount of **$3000. 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 11th day of March, 2026, 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 11, 2026 and end January 1, 2027.

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-l, 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

By: ______________________________
Steven M. Neuhaus
County Executive

DATE: ___________________________

MUNICIPALITY

By: ______________________________
Name:
Title:

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 11, 2026 through June 1, 2026, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 1, 2026 through September 8, 2026, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 10, 2026 through January 1, 2027, 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, 2025 through January 1, 2026, 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 **$3000 for the first enforcement period of 2026.** 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 2026.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2026 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.

#9C

TOWN OF NEWBURGH POLICE DEPARTMENT

300 Gardnertown Road, Newburgh, New York 12550

(845) 564-1100

Donald B. Campbell
Chief of Police

June 9, 2026

To: Town Board

From: Chief Donald B. Campbell

Subject: Police Officer Christopher McAvoy

Be advised that Police Officer Christopher McAvoy will be on active duty for 362 days beginning July 8, 2026. Please see attached orders.

I am requesting your consideration to provide him with the supplemental difference between his military pay and his regular pay as a Police Officer as you have provided to other members in the past. Additionally, please continue to provide health insurance coverage for him. His service is covered under the Uniformed Services Employment and Reemployment Rights Act (USERRA) with regard to employer responsibilities. Additional information regarding this Federal law can be found at www.esgr.mil.

Thank you for your consideration in this matter.

Sincerely;

Chief Donald B. Campbell

DEPARTMENT OF THE ARMY

HEADQUARTERS, UNITED STATES ARMY
CIVIL AFFAIRS AND PSYCHOLOGICAL OPERATIONS COMMAND
FORT LIBERTY, NORTH CAROLINA 28310-5200

26 February 2026

ORDERS: UT-057-0003

MCAVOY, CHRISTOPHER KEVIN
[redacted]

099-88-3537 SGT
0411 CA BN FWD DET 6 (WRTKY2)
DANBURY, CT 06810

You are ordered to active duty as a member of your Reserve Component Unit for the period indicated unless sooner released or unless extended. Proceed from your current location in sufficient time to report by the date specified. You enter active duty upon reporting to unit home station.

Report To Home Station: 0411 CA BN FWD DET 6 (WRTKY2), DANBURY AFRC DANBURY, CT 06810
Report on: 08 July 2026
Report To Mobilization Station: CRC OPERATIONS CENTERBLDG 1007PLEASONTON ROAD FORT BLISS, TX 79916
Report on: 08 July 2026
Period of active duty: 362 days
Purpose: Activation in support of USAREUR-AF OPERATION EUROPEAN ASSURE DETER AND REINFORCE
FTN: 42607005014
Mobilization category code: V

Additional instructions:

(a) Sure pay is mandatory. Soldier must bring the appropriate documentation to support the requirement to authorize sure pay to the bank.
(b) Early reporting is not authorized.
(c) Unaccompanied baggage shipment is not authorized.
(d) Movement of household goods and dependents is not authorized.
(e) Travel will be paid for one time travel from home duty station to mob station and back and includes travel and per diem from home station/mobilization station or duty location and return to home station as well as non-temporary storage. Individual Soldiers whose duty station is different from the mob station will receive funding for one time travel and return from mob station to the duty station. Govt. transportation will be provided from home of record to assigned MOB station and/or duty location. POV as transportation under JFTR, Para U3310 as not being more advantageous to the Govt. This means total payment of travel will not exceed the Govt cost had the Govt procured transportation been used between the ordered points. In and around mileage is not authorized.
(f) Rental car is not authorized.
(g) Excess accompanied baggage is not to exceed 120 pounds.
(h) Special Storage of HHG/POV not authorized.
(i) Bring with you complete military clothing bag and appropriate personal items.
(j) Soldier will handcarry (if available) complete MPRJ, health and dental, training, and clothing records.
(k) Dependents (Family Members) of Reserve Component (Army Reserve and National Guard) Soldiers ordered to active duty for more than 30-days are eligible for the same benefits (e.g., medical care, TRICARE, commissary/exchange benefits, legal assistance, use of morale, welfare and recreation facilities, etc;) as dependents of regular Army Soldiers (but excluding dental, which requires orders to active duty for over 180-days). It is a Soldier responsibility to ensure dependents are issued DD Form 1172, Active Duty dependent ID cards. To locate the nearest ID card facility near your home visit web site www.dmdc.osd/rsl (Rapids site locator by state, city, zip code). Dependents are also eligible to use Army One Source, which is a 24-hour resource service (from the US: 1-800-464-8107; En Espanola, llama al 1-888-375-5971 and collect calls (1-484-530-5889) available at no cost.
(l) Bring copies of family care plan, wills, powers of attorney, and any other documentation affecting the soldiers pay or status.
(m) Personnel requiring eye correction will bring two pairs of eyeglasses and eye inserts for a protective mask.
(n) Government lodging is provided at no cost to the Soldier. Dining facilities will be used at the replacement activity, mobilization and demobilization sites and during deployment. Essential Unit Messing (EUM) has been declared by Assistance Secretary of the Army (Manpower and Reserve Affairs) ASA(M&RA) for the mobilization and demobilization sites. Per diem payable is $5.00 IE per day for CONUS and $3.50 IE per day for OCONUS for this period of active duty. BAS payroll deduction will be made by DFAS-IN while the Soldier is on EUM status.
(o) Call 1-800-336-4590 (National Committee for Employer Support of the Guard and Reserve)

or check online at www.esgr.org if you have questions regarding your employment/reemployment rights.

(p) In an effort to share information between soldiers, employers and the Department of Defense on their rights, benefits and obligations, mobilized USAR soldiers are strongly encouraged to provide employer information at https://www.dmdc.osd.mil/udpdri/owa/rc.home.

(q) If upon reporting for active duty you fail to meet deployment medical standards (whether because of a temporary or permanent medical condition), then you may be released from active duty, returned to your prior reserve status, and returned to your home address, subject to a subsequent order to active duty upon resolution of the disqualifying medical condition. If, upon reporting for active duty, you are found to satisfy medical deployment standards, then you will continue on active duty for a period not to exceed the period specified in this order, such period to include the period (not to exceed 25 days) required for mobilization processing.

(r) You have been ordered to active duty in a TDY status. (subsequent orders, amendments and revocations may be downloaded from https://mobcop.army.mil/ORDERS/UI/Security/Login.aspx).

(s) Soldier must check with the supporting installation housing office before securing temporary lodging at the duty location and obtain a 1351-5 authorizing the appropriate entitlements for lodging and M&IE. With a SNA, the Soldier is authorized per diem IAW the JTR.

(t) RC Soldiers must return to demob site to REFRAD IAW current BOG policy or NLT 39 days prior to end of Mobilization/Activation/TDY Orders in order to out process and take authorized leave. Demobilization of unit(s) is/are prohibited without approval of HQDA. Individual members of the unit will demobilize with the unit unless provisions of AR 600-8-24 or AR 635-200 apply. UICs will demobilize where it mobilizes, unless diverted per First Army.

FOR ARMY USE
AUTHORITY: Title 10 USC, Section 12304b dated 18 May 2012, DA Order 58826 dated 031956ZFeb26/1A-26-040-012 date 09 February 2026
Accounting classification:
ENL PAY/ALW: 21 6/7 2010.0000 01-1100 2A200000 11**/12** PAMP 01MAEP S12120
TVL/PD: 021 202014D26 A6013 121012QITR 21T0 S.0108619.26.8 41297432 021001
SDN: MCA3537T057003
Sex: M
MDC: 6
PMOS/AOC/ASI/LIC: 38B///
HOR: STONY POINT, NY 10980
DOR: 01 June 2024
PEBD: 27 April 2021
Security Clearance: SECRET, NONE 18 November 2020
Comp: USAR
Format: 165

FOR THE COMMANDER:

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*************************************
*             OFFICIAL              *
*             USACAPOC (A)          *
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DELMAYCA M. KRAMER
COL, AG
Assistant Chief of Staff, G1

DISTRIBUTION: 1- Cdr, FT BLISS (CRC)
1- Cdr, WRTKY2, 0411 CA BN FWD DET 6, DANBURY

#11

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Mark Hall, DPW/ Highway Superintendent
Town Board

From: Eileen P Rose, HR Manager EPR

Date: July 2, 2026

Re: Working Leader (1) Posting

The results from the Working Leader (1) posting of 7/01/206 resulted with names.

The following people are interested in an interview for this position:

Jarron Davis
Travis Smith
Kristian Waite

Please schedule interviews with the above-mentioned gentlemen as soon as possible. When you have made your decision please inform me. The individual needs to be pre-approved by Orange County Human Resources and a request to hire needs to go to the Supervisor and the Town Board so they can be approved at the next Town Board meeting.

#12

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: David LeRoy
Cc: Paul Ruggiero, Liaison

From: Eileen P Rose, HR Manager EPR

Date: July 2, 2026

Re: Posting: Water Maintenance Worker

The posting for Water Maintenance Worker came down on July 1, 2026. Two names were on the list showing interest in an interview. The following people would like to be interviewed:

Brett Sullivan	Highway Department
Jarron Davis	Highway Department

Please schedule the interviews accordingly with your department liaison and myself. When a decision is made, I need to send a new application for pre-approval to Orange County Civil Service. Once we get that approval, we can place this on the next agenda. I will coordinate with you how this is done. Thank you.

#13A

TOWN OF NEWBURGH JUSTICE COURT
311 ROUTE 32
NEWBURGH, NEW YORK 12550

TELEPHONE (845) 564-7161
FACSIMILE (845) 564-7171

HON. RICHARD CLARINO
TOWN JUSTICE

CHERON A. HULING
COURT CLERK TO TOWN JUSTICE

June 17, 2026

Hon. Gilbert Piaquadio
Supervisor of the Town of Newburgh
1419 Route 300
Newburgh, NY 12550

Re: Request for Fill Court Clerk Vacancy with Provisional Appointment

Dear Mr. Piaquadio:

As you know there is a vacancy for a full-time court clerk in my part of the court. A recent canvas of persons on a civil service list of court clerks did not include responses from at least three interested persons. A second canvass of persons on a civil service list of planning assistants resulted in the hiring of the only eligible person on that list, leaving one vacancy.

In light of the foregoing, this is request Town Board approval to hire a provisional full-time court clerk to serve until a new civil service list is available.

Thank you for you usual cooperation and courtesies.

Very truly yours,

RICHARD CLARINO
Town Justice, Town of Newburgh

cc: Eileen P. Rose, HR Manager

#13B

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

PERSONNEL DEPT.

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

To: Judge Clarino

From: Eileen P Rose, HR Manager EPR

Date: July 2, 2026

Re: Posting

The posting that came down on July 1, 2026 for your vacant Court Clerk position resulted in one name, Ivy D'Onofrio, who works in the Water/Filter Treatment Department. Please contact her to schedule an interview. All applicants must be pre-approved by Orange County before hiring. Please let me know if you have any questions.

Cc: Town Board

#14

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**

June 30, 2026

To: Gil Piaquadio, Town Supervisor

Town Board Members

Eileen Rose Human Resources Manager

Ron Klum Town Accountant

From: Gerald Canfield Code Compliance Supervisor G/C

Re: Hiring P.T. Building Inspector III and Full time Asst. Fire Inspector

I am requesting to start the hiring process to fulfill the vacant Part time Building Inspector III position and the vacant full time Assistant Fire Inspector. Funding for theses positions are available in the 2026 Budget.

#14A - Part Time Building inspector III

#14B - Full Time Assistant fire Inspector

#15A

TOWN OF NEWBURGH
TOWN ENGINEER

MEMORANDUM

TO: G. Piaquadio, Supervisor & Town Board

FROM: Q. Mullarkey, PE, MHE QMM
P. Hines, MHE PH

DATE: 30 June 2026

RE: **Engineering Proposal**
Nob Hill Water Storage Tank Rehabilitation

In 2023, the Town of Newburgh authorized H2M Engineering perform a comprehensive evaluation of the Town's water storage tanks. The review identified conditions of the tanks and made recommendations as to which tanks should be rehabilitated.

The Town authorized the design project to recoat the exterior of the Frozen Ridge storage tank. This project is on hold as the logistics of taking the tank off-line for an extended period of time are resolved.

The next tank to be rehabilitated is the 160,000 gal tank at Nob Hill. This tank requires a full rehabilitation.

H2M has provided a proposal for Engineering services for the recommended scope of work. The scope is outlined in the attached proposal. The design proposal for the project is $40,500.00. Payment for Engineering services will be from H6098.8398.5200.

Award of this proposal requires Town Board action. Contract award should be subject to Mark Taylor's approval. We are available to discuss this matter if you require additional info.

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

architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000 | h2m.com

May 22, 2026

Mr. Patrick J. Hines
Town of Newburgh
1496 Route 300
Newburgh, New York 12550

Re: Town of Newburgh
Rehabilitation of Nob Hill Water Storage Tank
Proposal for Engineering Services
H2M Letter Proposal No.: LP260765

Dear Mr. Hines:

As per your request, H2M Architects + Engineers is pleased to present this proposal to provide engineering services for the preparation of plans and specifications and regulatory related services for the Rehabilitation of the 0.16 MG Nob Hill Water Storage Tank.

As you are aware, an inspection of the Nob Hill Water Storage Tank was conducted in July 2023 where it was recommended that the tank requires full rehabilitation. Based on the findings of our inspection and in accordance with our report, it was recommended that this rehabilitation be scheduled for 2025-2026.

The recommended project scope for Nob Hill includes:

- Prepare and paint exterior tank surfaces with a high-performance coating system consisting of a zinc primer, polyurethane intermediate coat and fluoropolymer finish coat.
- Prepare and paint interior tank surfaces with a zinc primer and NSF61 certified tank lining system.
- Install toe plate on existing tank roof handrailing system.
- Remove existing roof rigging couplings.
- Remove and dispose of existing non-functioning cathodic protection system.
- Replace existing pipe rail ladder safety climb system with new cable-type safety climb system.
- Replace existing ladder platform diamond plate floor with new fiberglass grating.
- Apply skid-resistant material to access ladder rungs.
- Replace existing access ladder vandal guard.
- Install self-closing safety gates at tank access ladder platform and roof.
- Install conduit mounting brackets and relocate existing SCADA equipment from tank access ladder.
- Install sample tap and vandal guard.
- Install 24-mesh insect screen to tank overflow outlet.

In order to assist the Town, H2M will perform the following services:

<u>Task 1 – Detailed Design</u>:

- Prepare design documents for publicly bidding a single construction contract. The design documents will consist of plans, technical specifications, and contract administrative documents associated with the proposed rehabilitation of the Nob Hill water storage tank.
- Review documents with Town personnel and make any necessary revisions from Town comments.
- Prepare the required Engineer's Report for submission to the Orange County Department of Health associated with the required permit application.
- This task assumes that no temporary pump/pressure, or similar system modifications will be required as part of the design documents.

Task 2 – Water System Operations Evaluation (Previously Completed):

- Meet with Town water system operators to review system operations to determine what, if any, alternative operations are required while the tank is off-line during the work.
- Review associated system pressure, tank level, and other pertinent documents related to system operations.
- Based on our previous meeting, it is our understanding that the Town has the capability to operate the system with the tank off-line with minor adjustments to existing control system/components, and that no additional design criteria will be required as part of the technical design documents.
- Should it be determined that temporary system modifications, and/or upgrades be required as part of this design, H2M will provide an additional proposal for design services associated with this scope of work.

Task 3 – Bidding & Award:

- Provide electronic copy of the contract documents to the Town for public bidding.
- Register the project with the New York State Department of Labor.
- Assist the Town in advertising and receiving bids.
- Respond to questions from contractors during bidding process.
- Review bids, tabulate results, conduct investigation of low bidders' qualifications and prepare a recommendation of contract award.
- Prepare contract award letter and provide electronic copy of conformed contract.
- Prepare and issue Notice to Proceed.

Task 4 – Regulatory Review Submissions:

- Prepare required application forms and supporting documentation for submission to the Orange County Department of Health, including the Engineer's Report, for review and approval of water supply improvement.
- Respond to Health Department comments, revise the design documents and resubmit as required to obtain approvals.
- Permit fees, if required, are to be paid by the Town.
- This task assumes no applications need to be made to local planning board, building department, etc.

H2M proposes completing the above services in accordance with the following fee schedule and the attached Standard Terms and Conditions:

Task	Description	Fee Type	Fee
1	Detailed Design	Lump Sum	$ 32,000.00
2	Water System Operations Evaluation	Hourly Rates(1)	$ 500.00
3	Bidding & Award	Lump Sum	$ 3,500.00
4	Regulatory Review Submissions	Cost Plus Max.(2)	$4,500.00
5	Construction Administration	Lump Sum	TBD
6	Construction Progress Meetings	Hourly Rates	TBD
7	Construction Observation	Hourly Rates	TBD
	Total Fee:		**$40,500.00**

(1) – This task will be billed at hourly rates with an estimated fee of $500.00. Should this task require additional effort beyond what has been estimated, H2M will advise the Town and provide an additional proposal prior to exhausting this fee amount.

(2) – This task will be billed at hourly rates with a maximum fee of $4,500.00. Should this task require additional effort beyond what has been estimated, H2M will advise the Town and provide an additional proposal prior to exhausting this fee amount.

Should this proposal be acceptable, please sign below and return a copy of the proposal as well as the attached Standard Terms & Conditions.

Thank you for allowing H2M the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions please contact our office.

Very truly yours,

H2M architects + engineers

John R. Collins, P.E.
Vice President | Discipline Director – Water & Wastewater

Anthony M. Trombino
Senior Discipline Engineer

JLN/AMT/amt

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PROPOSAL AGREED & ACCEPTED BY:

Signature: ______________________

Print Name: ______________________

Title: ______________________

Client: ______________________

Address: ______________________

____

Date: ______________________

H2M Standard Terms & Conditions

Client	Town of Newburgh
Site	Nob Hill Water Storage Tank - Blossom Lane
Services	Detailed design, review system operations, bidding & regulatory submission

Client's Rep.	Gilbert Piaquadio, Supervisor	H2M's Rep.	John R. Collins, Vice President
Phone/E-Mail	845-564-7814 / supervisor@townofnewburgh.org	Phone/E-Mail	631-756-8000 / jcollins@h2m.com

1. Applicability of Terms and Conditions.

1.1. Applicable to Scope of Services. The scope of services, pricing and schedules included with H2M's proposal are contingent upon the Client accepting the terms and conditions (**"Standard T&C"**) herein. Any changes hereto which affect H2M's rights, obligations, or risk exposure shall entitle H2M to make appropriate adjustments to its pricing and proposal.

1.2. Applicable to Preliminary Services. These Standard T&C shall also apply to any services H2M performs prior to the Parties executing a written Contract. In such circumstances, Client's direction to H2M to render services shall constitute acceptance of these Standard T&C.

2. Authority of Signers and Parties.

2.1. Authority to Contract. The individuals signing the Contract each warrant that s/he is empowered to sign on behalf of and bind the indicated Party to these Standard T&C and all other components of the Contract.

2.2. Authority for Project. Client warrants that it has any authority and permission required from Owner to engage H2M in the Services concerning the Site, and to grant H2M physical access to the Site as needed to perform the Services.

3. Contractual Obligations

3.1. Designated Representative. Each Party shall designate a "Representative" in writing above. Each Representative shall have the authority to transmit and receive instructions and other information, and to render interpretations and decisions concerning the Project and Contract on behalf of the Party s/he represents. Each Party is entitled to rely on communications from the other Party's Representative as authoritative. Each Representative shall issue decisions, interpretations and communications promptly as to avoid unreasonable delays in delivery of the Services.

3.2. Commencement. H2M is not obligated to commence or continue rendering any Services until both Parties have signed the Contract and Client has paid any required Fee advance specified in the proposal.

3.3. Performance Standards. Each Party shall exercise its rights and perform its obligations in a reasonable and non-negligent manner. H2M shall perform its Services within the Standard of Professional Care. Client shall pay compensation for all Services so rendered. H2M makes nor implies any other warranties or guarantees, herein or otherwise, concerning the Services or the outcome of the Project.

3.4. "Standard of Professional Care" means the standard of care and skill recognized by law to apply to licensed professionals practicing the same profession, under the same circumstances, at the same time and location, as the Services rendered by H2M. Nothing in any part of the Contract is intended, nor shall anything be so interpreted as, to elevate the Standard of Professional Care beyond the definition included here.

3.5. Document Ownership. All information (including but not limited to drawings and specifications) developed by H2M are instruments of service only, and not products produced for sale nor works made for hire. H2M reserves all of its copyright, ownership and other rights with respect to such information. Client shall not modify and shall not apply such information outside of the Project or for any purposes other than that for which it was created. Client shall defend and indemnify H2M against any claims, liabilities and costs associated with such unauthorized treatment of the information. Client may reuse the information for authorized purposes only with advance written consent from H2M that details the scope of, additional compensation for, and appropriate protections associated with such reuse.

3.6. Site Access. Client guarantees full and free H2M access to the Site and shall cooperate with H2M in gaining access to any other real property required for the performance of the Services.

3.7. Preliminary Information. Client shall provide to H2M in writing any pertinent information it possesses that might affect the Project requirements (including but not limited to design objectives and constraints, budgetary limitations, surveys, related reports and studies, environmental, geotechnical, and soil data, preliminary designs, etc.). H2M is entitled to rely on the accuracy of all information that the Client provides. H2M shall not be required to verify any such information, unless such task and information is specifically listed in the Scope of Services.

3.8. Hazardous Materials. Client warrants that to the best of its knowledge there are no constituents of concern on or adjacent to the Site, other than those previously disclosed in writing to H2M. Nothing in this Contract shall be interpreted to give H2M responsibility for the current existence or introduction (including by, but not limited to, dispersal, discharge, escape, release, or saturation, either sudden or gradual) to the Site of any hazardous materials (including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases) by anyone other than H2M. Client shall therefore hold H2M harmless as to all such matters.

3.9. Claims Assistance. H2M shall be entitled to hourly compensation as Additional Services for all time spent analyzing, preparing, testifying, and otherwise assisting Client to pursue or defend claims and disputes to which H2M is not a named plaintiff or defendant.

4. Payment Terms

4.1. Fees. The "**Fees**" are the component of compensation to be paid by Client to H2M for its effort in providing the Services. The Fees pertaining to this Contract, are set forth in the proposal, and any Amendments to the Contract. Additional services, when required will be invoiced at hourly rates of compensation or a negotiated lump sum, plus reimbursable expenses.

4.2. Reimbursable Expenses. The "**Expenses**" are the costs H2M incurs in rendering the Services which are to be reimbursed by Client. Expenses authorized by this Contract include but are not limited to:

4.2.1. Transportation, lodging and subsistence incidental to the project, courier charges, reproduction, renderings or models, specialty field equipment and fees paid for securing approval of authorities having jurisdiction over the project;

4.2.2. Sub-contractor expenses, plus a ten (10) percent mark-up to compensate H2M for its handling and administration costs;

4.2.2. Any other expenses set forth in the proposal.

4.3. Taxes. The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be paid by Client in addition to the Fees and Expenses.

4.4. Invoices. H2M shall provide invoices to Client for all Fees and Expenses due under this Contract. Payment of invoices shall not be contingent upon the action of any third party. Client shall pay each invoice within thirty (30) days of the invoice date.

4.5. Interest on Past Due Amounts. Invoices, Fees, and Expenses will be past due as of the thirty first (31st) day following the date of the invoice. All past due amounts shall accrue interest at the maximum rate permissible by law until the date upon which they are finally paid.

4.6. Required Fee Advance. As security against the risks and costs of mobilizing to commence performing the Services, H2M may require a Fee advance. Any such Fee advance will be specified in the proposal. The fee advance will be deposited upon receipt and booked as an outstanding credit against accounts receivable from the Client. The Fee advance will be applied to Client's final invoice.

5. Project Risk Management

5.1. Mutual Waiver. Except as otherwise specifically provided for in these T&C, neither Party shall hold the other responsible for any consequential damages, nor any damages other than direct damages.

5.2. Mutual Indemnification. Subject to the applicable concepts of contributory and comparative fault, and in addition to any other compensation provided by law or this Contract, each Party shall indemnify the other Party's **"Indemnitees"** (the Party, its owners, directors, officers, employees and volunteers) against third-party claims and liabilities (including the reasonable costs of defending such claims) for death, bodily-injury, and property damage, but only to the extent such have been caused by the negligence of the indemnifying Party (including its owners, directors, officers, employees, volunteers, and those contractors for whom it is legally responsible), and not to the extent such are caused by any other means (including but not limited to the negligence of the Indemnitees themselves).

5.3. Insurance Coverage. H2M shall maintain the following insurance coverage while performing the Services. Upon request, H2M will provide a Certificate of Insurance to Client as Certificate Holder reflecting such coverage.

5.3.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

5.3.2. Employers' Liability coverage with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

5.3.3. Automobile Liability coverage for H2M owned and non-owned vehicles utilized in performance of its Contract obligations, meeting statutorily required coverage, and with policy limits not less than one million dollars ($1,000,000) each accident for bodily injury, death of any person and property damage.

5.3.4. Commercial General Liability coverage with policy limits of not less than one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate for bodily injury and property damage.

5.3.5. Professional Liability coverage for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

5.3.6. Pollution Liability coverage with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate, whenever such would apply to H2M's Services.

5.4. Additional Insured Coverage. Client shall be covered as Additional Insured under the terms of H2M's Commercial General Liability policy.

5.5. LIMITATION OF H2M LIABILITY. H2M's AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM AND/OR RELATED TO THIS CONTRACT, THE SERVICES, THE PROJECT, AND/OR THE SITE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF FEES PAID UNDER THIS CONTRACT OR FIFTY THOUSAND DOLLARS ($50,000.00).

6. Dispute Resolution

6.1. Notice of Claim or Dispute. An aggrieved Party shall give the other Party written notice of any claim or dispute arising from the Project, the Services, or this Contract. The Parties shall endeavor in good faith to resolve such matters fairly and amicably through negotiation. If the matter has not been resolved by negotiation within thirty (30) days of receipt of such written notice, either Party may demand mediation of the matter.

6.2. Mediation. Unless the Parties agree to other rules, any mediation shall be conducted under the auspices of the American Arbitration Association (AAA), pursuant to its Construction industry mediation rules. Each Party shall bear its own mediation costs (except as specified in the rules, and except that the AAA fees, mediator fees, and if agreed the venue fees, shall all be borne equally by the Parties). Except as otherwise specifically permitted herein, a prospective plaintiff Party may not file an action before giving the other Party ten (10) day's written notice and opportunity to demand mediation. Such notice, and a good faith effort in any mediation timely demanded, shall be a condition precedent to the prospective plaintiff Party commencing litigation.

6.3. Waiver of Jury Trial. The Parties hereby waive any and all rights to a trial by jury in any litigation pertaining to the Services or this Contract.

6.4. Certificate of Merit. As a condition precedent to filing any pleading containing a cause of action based on professional liability, Client must include a sworn Certificate of Merit from a similarly licensed professional explaining the applicable Standard of Professional Care and alleging the specific acts or omissions by which H2M violated the Standard.

6.5. Suspension of Services. Upon ten (10) days written notice, H2M may suspend delivery of the Services until any past due invoice is paid. Client shall hold H2M harmless for the impact of any such suspension.

6.6. Collection Efforts. Upon ten (10) days additional written notice, H2M may refer any past due invoice to inside or outside counsel for collection. H2M is entitled to reimbursement by Client for the time and cost involved in such collection efforts.

6.7. Liquidated Damages. Since the actual costs that H2M will suffer in such collection efforts is difficult to ascertain, the Parties agree that Client will pay H2M the following amounts as liquidated damages for such costs: two hundred dollars ($200.00) when H2M refers a past due invoice for collection; plus either an additional six hundred dollars ($600.00) when a collection action is filed in small claims court, or an additional two thousand dollars ($2,000.00) when a collection action is filed in any other court. These liquidated damages are H2M's only remedy to recover such costs of collection.

6.8. Payment Disputes. H2M's collection efforts are not subject to the mediation requirements set forth above. In disputing any invoice, Client shall adhere to the Mediation and Certificate of Merit requirements set forth above.

6.9. Project Suspension. Upon seven (7) days' written notice to H2M, Client may suspend the Project for any reason. If the aggregate number of Project suspension days exceeds sixty (60) days, such will constitute cause for termination.

6.10. Termination. Either Party may terminate this Contract for cause if the other Party substantially fails to perform its obligations or otherwise breaches a material term of this Contract. Such termination will only be effective upon seven (7) days' written notice and opportunity to cure. This Contract may also be terminated by the Client without cause by providing H2M thirty (30) days written notice. If this Contract is terminated H2M shall be entitled to invoice and to be paid for any Services performed prior to the termination. Notwithstanding any other provisions of the Contract, if H2M terminates this Contract for cause, in addition to any direct damages for breach of contract, it shall be entitled to recover from Client any expenses demonstrably attributable to termination

7. Definitions (*additional definitions indicated by quotes in context*).

7.1. "Client" means the person/entity for which H2M is obliged to perform the Scope of Services set forth in the Contract (and/or for which H2M performs services described in 1.2. above). Client and H2M are each individually a "**Party**" and are collectively the "**Parties**" to the Contract.

7.2. "H2M" means the entity appropriately authorized to offer and render the services contained in the proposal and Contract. Specifically H2M Associates, Inc.; H2M Architects & Engineers, Inc.; or H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C. (d/b/a H2M architects + engineers), as appropriate. No proposal is intended as, and none should be interpreted to be, an offer to provide any services in any location where H2M is not authorized to provide such services.

7.3. "Contract" means the written agreement by which H2M is obligated to perform services for the Client, and includes all components specified in the proposal or otherwise incorporated by written reference.

7.4. "Services" means those services H2M is required by the Contract to perform for the Client, as such are reflected in the agreed **"Scope of Services"** set forth in the proposal and any amendments thereto agreed by the Parties in writing.

7.5. "Project" means the Client's overall endeavor at the Site, of which H2M's Scope of Services is a component.

7.6. "Site" means the real property to which the Project pertains, or where components of the Project are being built or disposed.

7.7. "Owner" means the owner(s) of the Site, whether or not such owner is also the Client.

7.8. "Contractor" means any person or entity (including the employees and subcontractors at every level thereof), other than H2M (including H2M's own employees and subconsultants), that provides materials and/or services for the Client relating to the Project or the Site. Any licensed professional or firm engaged by a Contractor, or by the Client directly (rather than as a subconsultant to H2M) is also a Contractor.

7.9. "Contractor Activity" means every activity performed by a Contractor that is in any way related to furthering the Project or otherwise performed on the Site, regardless of whether such activity is required by contract. Contractor Activity also includes a Contractor's failure to perform any activity required by law or contract.

8. General Terms

8.1. Headings. Paragraph numbering and headings are for navigational purposes only and shall be given no weight in construing the terms and conditions of this Contract.

8.2. Integration. This Contract, the components of which are specified in the proposal, represents the entire and integrated agreement between Client and H2M. This Contract supersedes all prior representations, negotiations, and agreements, written or otherwise. In the event of any conflict between other Contract terms and these T&C, these T&C shall govern, unless the conflicting term specifically states that it is superior in precedence to this these T&C.

8.3. Severability. If any term or condition in this Contract is found to be unenforceable, the enforceable remainder shall be valid and binding upon the Parties. No waiver of any term or condition shall be construed to be a waiver of any subsequent breach.

8.4. Amendment. Any modification or addition to this Contract shall not be enforceable unless agreed upon in writing.

8.5. Delegation. Any delegation of a Party's right or obligation under this Contract shall be void unless made pursuant to advance written consent from the other Party.

8.6. Force Majeure. Neither Party shall be responsible for damages or delay caused by extraordinary events that are beyond its reasonable control and due care (as nonexclusive examples, war, terrorism, and natural disasters).

8.7. Choice of Law. The Standard of Professional Care applicable to the Services shall be supplied by the law of the state in which the Site is located. The remainder of this Contract shall be governed by the laws of the State of New York when the Site is located in New York, or by the laws of the State of New Jersey for all other Projects.

8.8. Choice of Forum. The Parties agree that the courts of New York State shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site in New York State, and consent to the jurisdiction of said courts. Any New York litigation arising under or related to this Contract shall be filed in a court located in Nassau County, New York, or any New York county in which H2M maintains a permanent office at the time such litigation is commenced. The Parties agree that the courts of New Jersey shall have jurisdiction over the Parties and their disputes arising under or related to this Contract as it pertains to any Site outside New York State, and consent to the jurisdiction of said courts. Any non-New York litigation arising under or related to this Contract shall be filed in a court located in Morris County, New Jersey, or any New Jersey county in which H2M maintains a permanent office at the time such litigation is commenced.

9. Construction-Related Terms

9.1. Construction and Site Safety. Client represents that it is the Owner of the Site, or has the Owner's permission to control the Site. Nothing in this Contract or otherwise shall be interpreted to give H2M responsibility for safety upon the Site, nor for any means, methods, techniques, sequences, or procedures used, or failed to be used, in any Contractor Activity or other activity on the Project or Site (including, but not limited to shoring, bracing, scaffolding, underpinning, excavating, temporary retaining, erecting, staging, etc.). H2M employees shall comply with Site safety programs, when applicable.

9.2. Contractor's Insurance. Client is responsible for determining and demanding Contractor insurance that sufficiently protects Client. Additionally, to protect H2M, the Client shall cause any Contractor to procure, prior to commencing any Contractor Activity, at least the following insurance coverage, which must remain in force during all such activity and its associated guarantee:

9.2.1. Workers' Compensation and Disability coverages with limits at least in the amount required by law.

9.2.2. Employers' Liability coverage with policy limits not less than one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) each employee, and one million dollars ($1,000,000) policy limit.

9.2.3. Automobile Liability coverage for Contractor owned and non-owned vehicles utilized in performance of the Contract Activity, meeting statutorily required coverage, and with policy limits not less than one million dollars ($1,000,000) each accident for bodily injury, death of any person and property damage.

9.2.4. Commercial General Liability coverage with policy limits of not less than one million dollars ($1,000,000) each occurrence and three million dollars ($3,000,000) in the aggregate for bodily injury and property damage, and which includes the following features:

9.2.4.a. Explosion, Collapse and Underground coverage, whenever such would apply to the Contractor Activity;

9.2.4.b. Pollution Liability coverage, whenever such would apply to the Contractor Activity;

9.2.4.c. Contractual Liability coverage sufficient to insure the indemnity required by 7.4. below; and

9.2.4.d. Additional Insured coverage for H2M, by endorsement using ISO Form CG 20 32 04 13, specifying each of the entities listed in 3.2. above, as well as all of their directors, officers and employees.

9.2.5. Professional Liability coverage, whenever such would apply to the Contractor Activity, for negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate.

9.3. Contractor's Indemnity. Client shall require each of its Contractors to agree, via a written contract executed prior to commencing any Contractor Activity, to defend and indemnify the Client and the **"H2M Indemnitees"** (including each of the entities listed in 3.2. above, as well as all of their directors, officers, employees, consultants and agents) against all claims, liabilities and costs arising, or alleged to arise, from the negligence of the Contractor (including its owners, directors, employees, contractors and any others for whom the Contractor is legally responsible) in its Contractor Activity or any of its other activities concerning the Project or Site. This obligation does not apply to such claims, liabilities and costs that are caused by the sole negligence of the H2M Indemnitee itself.

9.4. Cost Opinions. Any opinion of cost that H2M prepares is merely an estimate supplied for the Client's general guidance. H2M has no control over variations in market conditions, suppliers' or contractors' bidding strategies, nor the impacts that these and other variables have on the actual cost of labor and materials. Therefore, H2M cannot guarantee the level of accuracy of any such estimates. If greater accuracy is required, the Client shall separately engage an independent cost estimator.

9.5. Bid Process. If H2M is to participate in Contractor bid process, Client shall provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto. The Client shall hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs including application and permit fees incident thereto.

9.6. Construction Observation Services. If the Services include H2M providing construction observation services, H2M shall provide such services over a period defined in, and on a frequency defined in the proposal. Regardless of the required frequency, H2M shall observe the Contractors' work only for general conformance with the plans and specifications. Such Services do not include any obligation to review any Contractors' construction means, methods, techniques, sequences or procedures, or any safety precautions and programs in connection with the Project or Site. H2M is not responsible for any Contractors' failure to carry out its work in accordance with the construction contracts. If the construction schedule is extended for any reason (except due to H2M's own negligence) H2M shall be entitled to payment for its extended effort as additional services pursuant to 4.1. above, regardless of whether Client seeks reimbursement from the responsible party.

Accepted and Agreed

Client	**Town of Newburgh**	H2M	**H2M architects + engineers (New York)**
Signature		Signature	
By: Name	**Gilbert Piaquadio**	By: Name	**John R. Collins**
Title	**Town Supervisor**	Title	**Vice President | Director of Water and Wastewater**
Date		Date	

#15B

TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

MEMORANDUM

TO: Gilbert Piaquadio, Supervisor & Town Board

PJH QMM

FROM: Patrick J. Hines & Quinn M. Mullarkey, P.E.

DATE: 12 June 2026

RE: **DAT Filter Plant Sodium Hypochlorite Containment Pump Out and Disposal**

The operators of the DAT (CAMO) have identified that over several years the chemical containment tank for the sodium hypochlorite has become full to a point where pumping and disposal of the volume of liquid within the containment tank is required. Incidental spills and wash down water have built up within the containment area over time. It is important that the containment is to be emptied, so it is available if there is a spill or tank failure.

The Town's operator for the DAT has solicited quotes from several environmental companies in order to provide the pump out and disposal services. Two proposals were received, one from Miller Environmental and one from Clean Harbors. Several other companies did not respond or stated they could not provide the service. Copies of the proposals are attached. It has been recommended by Charles Bradford, the Operator of the DAT to utilize the services of Clean Harbors for the pump out and disposal of the material in the containment area. The estimated costs for the pump out and disposal from Clean Harbors is identified as $6,182.48. Actual cost will be based on amount of material disposed of and the chemical parameters.

Authorization for the disposal of the material requires Town Board approval. We are available to discuss this further if you require additional information.

Cc: Mark Taylor, Town Attorney
Ronald Clum, Town Accountant
Debbie Deegan, Engineering Admin
Charles Bradford, Water Operator, CAMO

Attachment: Miller Environmental Proposal
Clean Harbors Proposal

MILLER ENVIRONMENTAL GROUP INC.

Quote #: Q-10369

800-394-8606
www.millerenv.com

February 24, 2026

Town of Newburgh Water Filtration
218 Lattintown Rd
Newburgh, New York 12550

Sodium Hypochlorite Mix Pump Out T&D

Attn: Charlie Bradford

Miller Environmental Group, (MEG) Inc. is pleased to present the following cost estimate for the sampling, pump out, transportation, and disposal of approximately 2,200-gallons of sodium hypochlorite and water. MEG will collect a sample for disposal facility analysis. If the test confirms the solution is non-hazardous, MEG will mobilize to the site to pump out the underground tank contents and transport for disposal to Elizabeth, NJ.

Sampling Rate includes one (1) hour onsite and Pump Out Rate includes up to three (3) hours of onsite time, with one (1) hour travel time allotted for each. Additional onsite time will be invoiced at $171/hour and $369/hour, respectively.

Transportation Rate includes up to eight (8) hours, portal to portal, from Rock Tavern, NY. Additional time required will be invoiced at $327/hour. If the predisposal analytical identifies the product as hazardous, an updated cost estimate will be issued. Disposal facility's mandatory E-manifest Fee is included below.

Estimated Costs:

Predisposal Sampling	**$563.68**
Pump Out	**$1,428.49**
Transportation for Disposal	**$2,226.97**
Bulk Liquid Disposal (per gallon)	**$3.60**
E-Manifest Fee	**$40.00**

Conditions:

- This is an estimate only. Projects are invoiced on a time and materials basis, in accordance with MEG's 2026 Rate Schedule.
- Estimate assumes work will be performed during normal business hours Monday thru Friday.

MILLER ENVIRONMENTAL GROUP INC.

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- Sampling estimate includes up to 2 hours and Pump Out estimate includes up to 4 hours, Monday through Friday, portal to portal, from MEG's Rock Tavern, NY facility. Additional travel hours needed will be invoiced at $117/hour and $272/hour, respectively.
- Overtime rates apply after the first eight hours Monday through Friday and all-day Saturday. Double time rates apply Sundays and Holidays.
- All labor provided by MEG is non-union. Employees will be compensated as US DOL 220 prevailing wage rates for on-site time only.
- Estimate includes a per gallon rate of sodium hypochlorite and water for disposal. Material for disposal will be billed at $3.60 per gallon. Final disposal costs are determined by actual amounts disposed. Any off-specification charges will be billed at cost plus 30%.
- Transportation for disposal includes up to 8 hours. Additional time needed will be invoiced at $327/ hour.
- Bulk liquid disposal is subject to a solids surcharge of $0.05/gallon for each percent greater than two percent.
- Estimate assumes work area will be readily accessible by MEG personnel and equipment.
- Estimate includes a fuel surcharge that is based on the Department of Energy Index for the East Coast Region for On Highway Diesel Fuel pricing. The current fuel surcharge is 31% and applies to the fuel fired equipment on an invoice.
- A RSC (Risk, Security, Compliance) fee applies. The current RSC fee is 19% and is included in the estimated total.
- Estimate does not include any applicable Federal, State or Local taxes.
- Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and may incur extra charge over and above the estimate.
- MEG cannot be responsible for delays beyond our control, including but not limited to strikes, traffic accidents, or weather.

Thank you for the opportunity!

Kelley Lockwood
Miller Environmental Group Inc.
Project Manager
klockwood@millerenv.com

MILLER ENVIRONMENTAL GROUP INC.

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Authorization to Proceed

The Company/Individual signing below hereby agrees to these terms and conditions with Miller Environmental Group, Inc. (MEG) and mutually understands and agrees that the terms and conditions as set forth below and in the Proposal establish a binding Agreement between both parties.

1. **SCOPE OF SERVICE - I, Town of Newburgh Water Filtration/Charlie Bradford** (Company/Individual) hereby authorize MEG to proceed with the project detailed in the attached estimate. MEG will invoice Town of Newburgh Water Filtration/Charlie Bradford (Company/Individual) at our Time and Materials rate schedule or the approved contracted rates previously agreed to by both parties. I accept the pricing and terms of the rate schedule provided. MEG will produce daily worksheets that will capture the quantities and classifications of labor, equipment, and materials used for this project and these will be reviewed, accepted, and signed by a representative of the Company/Individual daily. MEG will present invoices on a timely basis according to the time and materials schedule provided.

   Should the parties already have an existing contract, the terms and conditions of the existing contract shall prevail.

2. **COMPENSATION** - The Company/Individual agrees to pay all monies due and owing:

   - ☐ By credit card up-front
   - ☐ Within ten (10) calendar days from invoice date
   - ☑ According to the terms of our existing contract #:

   Retainer/Deposit – Any retainers required will be due upon execution of this contract and will be applied to the final invoice.

   Payments - Payment for services rendered shall be due regardless of any subsequent suspension or termination of the contract by either party. Company/Individual understands that a finance charge of 1.5 % per month, which is an annual percentage rate of 18%, will be charged on all past due accounts back to the date of the invoice.

   Collections – Company/Individual agrees to pay for all collection costs incurred, including legal fees, collection agency fees, court costs and other direct collection expenses.

   Satisfaction with Services – The payment of an invoice signifies that the Company/Individual is satisfied with all service to date and not aware of any deficiencies in services unless otherwise written and notified. Disputes – Disputes regarding services or invoice must be received in writing within 10 days of occurrence.

   Termination of Services – Company/Individual failure to make payments for services rendered in accordance with the payment terms of the contract constitutes a material breach of the agreement, which may be cause for termination of services by MEG.

   Withholding Transfer of Documents – Payment in full for services rendered is a condition prior to releasing permits, manifests, warranties, drawings, and any other documents to the Company/Individual. Taxes - Company/Individual is required to pay all Sales Tax unless proper exemption and/or resale certificates are provided to MEG prior to the commencement of work.

   Taxes - Company/Individual is required to pay all Sales Tax unless proper exemption and/or resale certificates are provided to MEG prior to the commencement of work.

3. **SEVERABILITY** – If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required to be enforceable. This provision shall be interpreted and enforced to provide the original written intent of the parties prior to the determination of such invalidity or unenforceability. This agreement is between the Company/Individual signing below and MEG. If the Company/ Individual seeks compensation or reimbursement from its Insurance Company, Protection, and Indemnity Club, or other third party, MEG does not release the Company/Individual from its obligations under this Agreement. This Agreement shall be governed by the laws of the State of New York, both as to interpretation and performance. Company/ Individual hereby irrevocably consents to the exclusive jurisdiction and venue of the State and Federal courts located in the County of Suffolk, State of New York, for all purposes in connection with any action or proceeding which arises from or related to this Agreement.

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4. **FORCE MAJEURE** – Company/Individual shall not hold MEG responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of MEG. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits, unavailability of labor, materials or services; court orders; acts of God; act, orders, laws or regulations of the Government of the U.S., or any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Notwithstanding the foregoing, Force Majeure shall not be an excuse for non-payment of compensation hereunder owed to MEG.

5. **SAFE WORKING CONDITIONS** – MEG will solely determine the safe working conditions for the services to be rendered including, but not limited to weather, personal protective equipment, atmosphere, damage, or risk. MEG will utilize trained personnel with the proper decontamination equipment and disinfection agents as proscribed by CDC and WHO. A site health and safety work plan will be developed for each project and all parties will sign off on the methods to be utilized. MEG will not be responsible for damage to electronics or other office equipment and this equipment will need to be de-energized prior to our service. MEG will not determine safe occupancy post decontamination/disinfection as our service is to reduce risk.

6. **INDEMNIFICATION** – MEG shall defend, protect, indemnify, and hold harmless Company/Individual, its directors and officers, from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and costs which are the direct and sole result of grossly negligent acts, errors, or omissions of MEG or the willful misconduct of MEG. MEG shall in no event be liable for special, consequential, or punitive damages. To the fullest extent allowable by law, Company/Individual agrees that it shall defend, indemnify, save and hold MEG, its agents, directors, officers, employees, successors, and assigns (the "MEG Parties") harmless from any and all demands, li- abilities, losses, costs and claims, including attorneys' fees asserted against any of the MEG Parties, that may arise or result from any Services provided or performed or agreed to be performed by MEG.

   This contract is between the Company and MEG. If the Company seeks compensation from its Insurance Company or Protection and Indemnity Club, MEG does not release the Company from its obligations agreed to in this Contract. Company acknowledges that payment of MEG invoices are not contingent upon reimbursement from Company's Insurance proceeds, Protection and Indemnity Club or third-party. MEG holds the Company responsible for the entire itemized bill.

7. **STANDARD OF CARE** – Company/Individual recognizes that environmental, geologic, and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by MEG and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. MEG agrees to use that level of care and skill ordinarily exercised by other professional environmental firms acting under similar circumstances in performing Services hereunder. Except for this standard of care and skill, no warranty, express or implied is made or intended by MEG in providing the Services hereunder, including the furnishing of oral or written reports of the findings made.

8. **MODIFICATION** – No modification or amendment to the agreement shall be acceptable or binding unless executed in writing and signed by both parties.

9. **ENTIRE AGREEMENT** – This Agreement, the Proposal, Quotations, and the Additional Work Authorizations issued by MEG and signed by Company/Individual hereunder constitute the entire agreement of the parties and supersede any and all prior or contemporaneous written or oral negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter hereof.

10. **CONFIDENTIALITY** - Except as required by law, Company/Individual agrees that it will maintain in confidence and not disclose to others information acquired in performance of the work under this Agreement without the prior written consent from MEG.

Job Location: 218 Lattintown Rd Newburgh, New York 12550

Job Description: Sodium Hypochlorite Mix Pump Out T&D

Company/Individual Name: Town of Newburgh Water Filtration/Charlie Bradford

Billing Address: 343 Route 32 Newburgh, NY 12550

Signature: ______________________

Print Name: ______________________ Date: ____________

MILLER ENVIRONMENTAL GROUP INC.

Quote #: Q-10369

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Terms and Conditions

1. Mobilization/Demobilization: All charges for labor and equipment will be billed on a portal to portal basis and subject to a four hour minimum charge per project for projects lasting less than one day. Scheduled projects that are not canceled 4 hours prior to the scheduled start time will be billed at a 4-hour minimum. Minimum charges do not include transportation and disposal.

2. Time and one-half charges apply before 0800 hrs. and after 1600 hrs. weekdays and all day Saturday. Double time charges will apply to all hours worked on Sundays and Holidays (New Years Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Thanksgiving and Friday following, and Christmas).

3. Once mobilized, personnel charges for Offshore work will be a 12 hour minimum; personnel charges for Nearshore and Onshore work will be an 8 hour minimum. If Offshore work requires our personnel to be held "captive" where they remain onboard a vessel when not working a 16 hour minimum labor charge will apply per calendar day. In the event that MEG personnel are required to "Standby" these minimum hours would apply.

4. Per Diem charges equal to the local GSA Rate (www.gsa.gov) will be assessed to cover lodging and meals when MEG is operating over 50 miles from our nearest office or additional personnel are required from another MEG office to support the project.

5. Daily/Shift Rates are based on a (12) hour day. Vehicles and Equipment are charged at straight time hourly rates for a 12 hour minimum each day and all equipment charges are portal to portal. Any equipment, load, waste, or otherwise held captive on a customer's jobsite will accrue demurrage charges.

6. MEG will invoice charges for all itemized equipment utilized or available for use on the project per the corresponding schedule of rates, regardless of whether the equipment is owned by MEG or is rented equipment.

7. Materials not listed and costs incurred, will be charged at invoice cost plus 30% including tolls, parking fees, use of subcontractor, if needed. MEG does not sell partial packages of materials.

8. At its sole discretion, MEG will determine the level of protection required for each project. Level A, B, C or D personal protection and safety packages will be invoiced at the rates shown.

9. The Schedule of Rates includes the cost of MEG's basic medical monitoring program. Any special medical monitoring required by the client, or the nature of the work will be added to the project scope and the client will be invoiced at cost plus a markup of 30%.

10. When the flow of a project necessitates crews eating or hydrating in the field, there will be a charge per crew member of: $12.00- Breakfast; $18.00- Lunch; $25.00- Dinner; $5.00/day - Site Fluids

11. Hazardous Material Work is defined as any work which is regulated by OSHA 1910.120.

12. Fuel Surcharges follow the DOE On Highway Diesel Fuel Index and apply to Equipment only. See Fuel Surcharge schedule prior to the table of contents.

13. In the event that Prevailing Wage applies to a specific project a multiplier of 1.65 will apply to the corresponding MEG Labor category. RSC charges apply as noted.

14. An Emergency Response Activation Fee applies to all after hours, weekend, and Holiday call outs.

15. In the event that any personnel are required to provide testimony in any court or administrative proceeding the rate charged will be that of Legal Support/Expert Witness from the Labor Section on page 4. The customer will be responsible for charges related to any testimony including but not limited to travel and expenses whether requested directly by the company or a third party.

16. This price schedule is considered confidential information and is not to be distributed without written approval from MEG.

17. Business and occupancy tax and other similar local taxes will be invoiced to the customer as a direct pass through.

MILLER ENVIRONMENTAL GROUP INC.

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18. Work performed within the City limits of Washington D.C., Baltimore MD, Philadelphia PA, and the five boroughs of New York City will incur a surcharge fee of 7.5 % on the total invoice due to increasing costs of working in these areas. In the event that NYC imposes the congestion fee that is anticipated to go into effect in 2024, this fee will be billed cost plus 30%.

19. Due to Federal hours of service rules and driving restrictions on commercial drivers additional expenses may be incurred on a project or emergency response outside of normal business hours. These expenses may include but not be limited to, hotel and per diem expenses, additional drivers to relieve drivers out of hours, additional transport vehicles, third party transportation (car service), parking fees, etc.

Customer Initial: ____________________ MEG Initial: ____________________

Clean Harbors Environmental Services, Inc.
15 Little Brook Lane
Newburgh, NY 12550
www.cleanharbors.com

May 5, 2026

Mr. Charlie Bradford
Delaware Aqueduct Treatment Plant
218 Lattintown Road
Newburgh, NY 12550

Quote #5270943

Dear Mr. Bradford:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Aravinda A
CHES ISAM
Cell: 781-384-7375
Email: a.aravinda@cleanharbors.com

CC:
Damien Coleman
Field Service Branch Manager
Cell: 908-566-6802
coleman.damien@cleanharbors.com

May 5, 2026
Clean Harbors Quote #5270943

QUOTE CONDITIONS

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

Clean Harbors Environmental (CHES) will conduct Health and Safety meeting prior to the start of the project to go over any hazards of the job. The field crew will also participate in the customer's site-specific health and safety training.

This quotation does not include any analytical sampling or profile costs. Any disposal pricing provided is based on assumptions. Final pricing will be determined by a completed waste profile. If there is disposal on the project and disposal pricing is not listed below, it will be provided after characterization of the waste and acceptance into a disposal facility.

A sample will need to be sent to the receiving facility prior to shipping to verify the characterization as well as the approved profile.

Customer will be responsible for providing water, electric if needed.

The customer will be responsible for the LOTO of all vessels and process piping (as required). All man-ways, hatches, plates will be removed by the customer and access areas should be free of obstructions.

This quote is based on one vacuum truck load (approx. 2,250-gallons) of non-hazardous water/bleach mixture with a pH of 9.2 su. Waste pricing is contingent upon profile approval and facility acceptance. CHES will bill for the actual volume of waste removed.

Quote is based off of Monday-Friday daylight hours. If weekend or holiday hours are requested additional fees will be invoiced.

All waste will remain on the customers site until an approved profile is in place.

Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.

CHES crews will be granted complete, unrestricted access to work area.

If anything falls outside of the normal scope of work discussed, a mutually agreed upon "Change Order" will be issued before work resumes.

May 5, 2026
Clean Harbors Quote #5270943

QUOTE SUMMARY

Description	Amount
TASK 1: SUMP/CONTAINMENT PUMP OUT	$2,129.00
TASK 2: TRANSPORTATION & DISPOSAL OF WASTE	$2,652.50
Subtotal	**$4,781.50**
Estimated Recovery Fee	**$1,400.98**
QUOTE TOTAL	**$6,182.48**

CleanHarbors®

May 5, 2026
Clean Harbors Quote #5270943

TASK 1: SUMP/CONTAINMENT PUMP OUT

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
1	Equipment Operator	3 hour	1	$96.00	$288.00
1	Field Technician	4 hour	1	$78.00	$312.00
1	Supervisor	4 hour	1	$120.00	$480.00
1	Level C w/CPF1,2 or Polytyvek/Changeout	1 each	n/a	$65.00	$65.00
2	Modified Level D (Tyvek and Boots)	1 each	n/a	$35.00	$70.00
1	Pickup/Van/Car/Crew Cab	4 hour	1	$40.00	$160.00
1	Vacuum Truck, Straight	4 hour	1	$150.00	$600.00
1	14in Nitrile Gloves	1 box	n/a	$25.00	$25.00
2	Gloves - Impact and Cut Resistant	1 pair	n/a	$32.00	$64.00
1	Misc. Handtools	1 day	n/a	$65.00	$65.00
				Total	**$2,129.00**

TASK 1: TOTAL ESTIMATE	**$2,129.00**
Estimated Recovery Fee	$623.80
Estimated total, including Fees	**$2,752.80**

TASK 2: TRANSPORTATION & DISPOSAL OF WASTE

DISPOSAL

Profile / Waste Code	Waste Description	Price/UOM
B26B	ALKALINE WASTEWATER WITH LOW METALS	$0.45 / gallon*

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
B26B	container	$1,000.00

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
Waste Code B26B:					
Per gallon surcharge for high COD	$0.18	Gallons	30,000.00	39,999.00	Parts Per Million
	$0.12	Gallons	20,000.00	29,999.00	Parts Per Million

CleanHarbors®

May 5, 2026
Clean Harbors Quote #5270943

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
Per gallon surcharge for high solids	$0.06	Gallons	10,000.00	19,999.00	Parts Per Million
	$0.195	Gallons	3.00	3.99	Percent
	$0.13	Gallons	2.00	2.99	Percent
	$0.065	Gallons	1.00	1.99	Percent

TRANSPORTATION

Transportation Hub	Vehicle Type	Unit Rate	Unit of Measure
Bristol, CT Facility	Straight Wet Vac Truck	$1,250.00	Load

(1) A demurrage charge of $125.00 per hour will apply for each hour in excess of 1 hour(s).

ACCESSORIALS

Tank Wash	$390.00	Each

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
B26B	**Alkaline Wastewater With Low Metals** pH 7-13 Cyanide / sulfide non-detectable Neutralization equivalent less than 5 (approx. < 10% bases) Flashpoint greater than 140 degrees F Less than 1 percent T.O.C. (Total Organic Carbon) Less than 10ppm hexchrome Less than 1 inch solids in drum Less than 1 percent ammonia Less than 500ppm total metals No pesticides No solvents PRIMARY DISPOSAL METHOD: Wastewater Treatment

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.

May 5, 2026
Clean Harbors Quote #5270943

GENERAL CONDITIONS

- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 30 Days
- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- A Profile Approval Fee of $125 and Profile Recertification fee of $35 for recertification will be charged upon profile approval or recertification.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 29.3%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.

May 5, 2026
Clean Harbors Quote #5270943

GENERAL CONDITIONS

- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- E-Manifests: EPA Requires electronic filing and reporting of manifest. To cover the cost of the E-Manifest and administrative cost of entering manifest into the system and managing the data, Clean Harbors will charge $27 per manifest on every invoice.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

May 5, 2026
Clean Harbors Quote #5270943

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED REPRESENTATIVE OR AGENT

____
Signature

____
Print Name

____
Date

____
Phone

____
Purchase Order Number

____
Customer Insurance Carrier

Clean Harbors Environmental Services, Inc.

____
Signature

____
Print Name

____
Date

May 5, 2026
Clean Harbors Quote #5270943

FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.

2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.

3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	$2,000,000
General Commercial Liability:	$2 million per occurrence
	$4 million aggregate
Automobile:	$5 million combined single limit
Contractors Pollution Liability:	$10 million each Claim
	$10 million all Claims

The Customer agrees that Clean Harbors, liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is ***less.***

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.

6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.

7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.

May 5, 2026
Clean Harbors Quote #5270943

STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys, fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

   Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

   Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.

10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.

11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

#16

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: "BUS OPERATOR SERVICE AGREEMENT" WITH ORANGE COUNTY;

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF AMENDMENT NO. 1 TO BUS OPERATOR SERVICE CONTRACT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE
OUR FILE NO. 800.1(B)(___)(2026)

DATE: JULY 6, 2026

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

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

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

COUNSEL
Stewart P. Glenn
(1945-2025)
Mary Fern Breheney
Stephen P. Duggan, III
John K. McGuirk
(1942-2018)

OF COUNSEL
Craig F. Simon

Enclosed please find the above referenced Amendment No. 1 forwarded by Orange County to the contract pertaining to funding of the dial a bus service . Also enclosed is a draft authorizing resolution for the Town Board's consideration. Amendment No. 1 increases the not to exceed cost of $112,750 for services in the original contract to $362,814 and certifies the Town's implementation of sexual harassment prevention policies and training as required by State law.

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

MCT:sel
Enclosure

cc: Lisa M. Vance Ayers, Town Clerk *(via e-mail)*
Ronald Clum, Town Accountant *(via e-mail)*
James Presutti, Commissioner of Parks, Recreation and Conservation *via e-mail)*
Hank Chapman, Haylor, Freyer & Coon *(via e-mail)*
Kathy Fraser, Haylor Freyer & Coon *(via e-mail)*

Gmail

Recreation .. <recreation@townofnewburgh.org>

Town of Newburgh Amendment 1 to 2025-2030 Operator Agreement

1 message

Scali, Carrie <CScali@orangecountygov.com> Wed, Jun 3, 2026 at 2:41 PM
To: "Recreation .." <recreation@townofnewburgh.org>, Jim Presutti <commissioner@townofnewburgh.org>, Dial-A bus <bustransport@townofnewburgh.org>
Cc: "Eckman, Martha" <MEckman@orangecountygov.com>, "Parrington, Rob" <RParrington@orangecountygov.com>, "Russell, Ellen" <erussell@orangecountygov.com>

Hello:

Attached for your review you will find Amendment 1 to the 2025-2030 Operator Agreement for the Town of Newburgh. Upon approval it does need to be signed by the Town Supervisor along with the two additional forms (Disclosure of Prior Non-Responsibility and Iran Divestment Certification). We do also request a municipal resolution with this agreement as payments are conducted as a result.

Please note that the certificates of insurance are up to date and not needed at this time.

As previously mentioned, Amendments are executed to add additional funding for operating assistance payments and additional STOA funds as needed.

As always, if you, or anyone on your team have any questions, comments, or concerns, please do not hesitate reaching out to me.

Thank you for your continued dedication to providing invaluable transit service.

Carrie

Carrie Christensen

Sr. Planning Assistant

Orange County Planning Department

124 Main Street

Goshen, NY 10924

Phone: (845) 615-3866

Fax: (845) 291-2533

3 attachments

IR2026 - 000793 - Town Newburgh Agreement Amendment 1 (exec. version 6-2-26).pdf
201K

Disclosure of Prior Non-Responsibility Determination.pdf
17K

Iran Divestment Act Certification.pdf
18K

ORANGE COUNTY

AMENDMENT

NO: 1 **EFFECTIVE DATE**: June 3, 2026

CARRIER: Town of Newburgh

AGREEMENT FOR: Bus Operator Service Contract between County and the Town of Newburgh

The Bus Operator Service Contract, effective as of April 1, 2025, between the **COUNTY OF ORANGE** ("County") and **TOWN OF NEWBURGH** ("Carrier") ("Agreement") is hereby amended as follows:

1) **EXTENSION OF TERM.** The term remains unchanged as a result of this Amendment No. 1.

2) **NOT-TO-EXCEED COST**. The not-to-exceed cost set forth in Article 3 of the Agreement is increased by $250,064.00 to $ 362,814.00 as more particularly set forth below and in the annexed hereto **Appendix F-1** which supersedes and replaces **Appendix F** annexed to the Agreement in its entirety, and in **Appendix D** both of which are hereby incorporated in and made a part of the Agreement.

3) **SEXUAL HARASSMENT CERTIFICATION.** Pursuant to the New York State Finance Law §139-l, by execution of this Amendment No. 1, the Carrier and the individual signing this Amendment No. 1 on behalf of the Carrier certifies, under penalty of perjury, that the Carrier 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 New York State 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

4) **INTEGRATION.** Except as modified by this Amendment No. 1, the Agreement shall remain unchanged and in full force and effect. The terms used in this Amendment No. 1, unless otherwise defined in this Amendment No. 1, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment No. 1 and the Agreement, the terms and conditions of this Amendment No. 1 shall control.

5) **SIGNATURES**. A manually signed copy of this Amendment No. 1 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 Amendment No.1.

The foregoing changes result in the following adjustment of Agreement not-to-exceed cost and term as follows:

Agreement Not-to-Exceed Cost Prior to this Change Order	$ 112,750.00
Net Increase resulting from this Change Order	$ 250,064.00
Agreement Not-to- Exceed Cost including this Change Order	$ 362,814.00

Agreement Term Prior to this Change Order	04/01/2025 -03/31/2030
Agreement Term including this Change Order	04/01/2025 -03/31/2030

COUNTY	**CARRIER** Town of Newburgh
______________________	______________________
By:_______________	By:_______________
Title:_______________	Title: Supervisor
Date: _______________	Date: _______________

APPENDIX D
5307 FEDERAL FUNDING

The 5307 Federal Funding awarded under the Agreement includes the following:

Federal Award Identification Number (FAIN)	NY-2019-046-00
Federal Awarding Agency	Federal Transit Administration
Date of Federal Award[1]	August 15, 2019
Federal Assistance Listing Number	20.507
5307 Federal Funding Project Description	X Urbanized Area Formula Grant - 5307 Operating Assistance (50% Federal / 50% Carrier)
Research and Development Project	☐ Yes ☒ No
Indirect Costs	N/A
Indirect Cost Rate Over De Minimis Rate	N/A
Period of Availability of 5307 Federal Funding	08/15/2019 - 12/31/2026
5307 Federal Funding Awarded to the Carrier	$40,064.00
County Share Match Amount	$ 0.00
Carrier's Required Share Match Amount	$40,064.00
Total 5307 Federal Funding Amount	$40,064.00

[1] Pursuant to 2 C.F.R. 200.1 the federal award date is the date on which the award was signed by the authorized official of the FTA.

APPENDIX F-1
STATE OPERATING ASSISTANCE (STOA) FUNDING

The State Operating Assistance (STOA) awarded under the Agreement includes the following:

Awarding Agency	New York State Department of Transportation
Period of Availability of STOA Funding	CY 2025, 2026, 2027, 2028, 2029
Previously Awarded STOA Funding	$112,750.00
Anticipated Additional STOA Funding	$210,000.00
Total STOA Funding Amount Awarded to the Carrier	$322,750.00

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that:

> By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

TOWN OF NEWBURGH
BUSINESS NAME

SIGNATURE

GILBERT PIAQUADIO
NAME

SUPERVISOR
TITLE

DISCLOSURE OF PRIOR NON-RESPONSBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: TOWN OF NEWBURGH

Address: 311 RT. 32, NEWBURGH, NY 12550

Name and Title of Person Submitting this Form: GILBERT PIAQUADIO, SUPERVISOR

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle) No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: __________

Date of Finding of Non-responsibility: __________

Basis of Finding of Non-responsibility: __________

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: __________

Date of Termination or Withholding of Contract: __________

Basis of Termination or Withholding: __________

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: __________ Date: __________

Signature

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:
New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall 1496 Route 300, in the Town of Newburgh, Orange County, New York on the __th day of July, 2026 at 7:00 o'clock p.m.

PRESENT:

Gilbert J. Piaquadio, Supervisor

Paul I. Ruggiero, Councilman

Scott M. Manley, Councilman

Anthony R. LoBiondo, Councilman

Mary L. McLymore , Councilwoman

RESOLUTION OF TOWN BOARD AUTHORIZING EXECUTION AND DELIVERY OF AMENDMENT NO. 1 TO OPERATOR SERVICE CONTRACT BETWEEN THE TOWN OF NEWBURGH AND THE COUNTY OF ORANGE FOR "DIAL A BUS"

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

WHEREAS, the County of Orange has forwarded a proposed Amendment No. 1 ("Amendment No. 1") to the Bus Operator Service Contract between the Town of Newburgh and County of Orange for the "dial a bus" public transportation service operated by the Town of Newburgh which is funded in part by the payment of certain transit funding from the County for certain reimbursable operating expenses and other pass-through transit funding as may be provided by Federal or State grants or project applications (the "Agreement"), which Amendment No 1 among other things increases the not-to-exceed cost by $250,064.00 from $112,750,00 to $362,814.00; and

WHEREAS, the Agreement continues to have a term of five years commencing on April 1, 2025 and ending March 31, 2030; and

WHEREAS, the Town Board of the Town of Newburgh has reviewed the terms and conditions of the aforesaid Amendment No. 1 to the Agreement and finds the Amendment No. 1 acceptable; and

WHEREAS, the Town Board desires to authorize the execution of such Amendment No. 1 to the Agreement between the County and Town for the provision of public transportation services by the Town.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Newburgh, Orange County, New York, that the execution and delivery of Amendment No. 1 to the Agreement between the County of Orange and the Town of Newburgh by the Town of Newburgh Supervisor is hereby authorized and ratified; and

BE IT FURTHER RESOLVED, that the Supervisor and other officers and employees 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 Amendment No. 1 and the Agreement; 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. LoBiondo, Councilman ____________________ voting ____________

Mary L. McLymore, Councilwoman ____________________ voting ____________

Gilbert J. Piaquadio, Supervisor ____________________ voting ____________

The resolution was thereupon declared duly adopted.