CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
March 25, 2024
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of March 11, 2024 / Aprovacion del Acta de la Reunion General del Consejal del 11 de marzo de 2024
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 47 - 2024 - Change Order No. 3G METRA North Water Street Sewer Separation LTCP Project

   Resolution authorizing Change Order No. 3G to the construction contract with Metra Industries decreasing the contract amount by $200,000.00 and reducing the total contract amount from $3,698,600.00 TO $3,498,600.00 in the North Water Street Sewer Separation Project

   Resolución que autoriza la Orden de Cambio No. 3G al contrato de construcción con Metra Industries reduciendo el monto del contrato por $200,000.00 y reduciendo el monto total del contrato de $3,698,600.00 a $3,498,600.00 en el Proyecto de Separación del Alcantarillado de la Calle North Water

7. Resolution No. 48 - 2024 - Award of Bid No. 3.24 WWTP Automated Gate

Resolution authorizing the City Manager to award Bid #3.24 to Giacorp Contracting, Inc. in the amount of $94,600.00 for the automatic gate entrance construction to the Sludge Facility at the Wastewater Treatment Plant

Resolución que autoriza al Gerente de la Ciudad a otorgar la licitación #3.24 a Giacorp Contracting, Inc. por el monto de $94,600.00 para la construcción de la puerta automática de entrada a la instalación de lodos en la Planta de Tratamiento de Aguas Residuales

8. Resolution No. 49 - 2024 - Proposal with RAFTELIS Water & Sewer Rate Forecast Study

Resolution authorizing the City Manager to accept a proposal and execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a water and sewer rate study in an amount not to exceed $78,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Raftelis Financial Consultants, Inc. para servicios financieros profesionales para un estudio de tarifas de agua y alcantarillado en una cantidad que no exceda $78,000.00

9. Resolution No. 50 - 2024 - CWSRF Project Number C3-7332-11-00 Bond Resolution and Plan of Finance

Resolution of the City of Newburgh, New York, adopted March 25, 2024, determining that the new estimated maximum cost of certain portions of Phase I through Phase IV of the City's Long Term Control Plan (the "Project") heretofore authorized pursuant to the Bond Resolutions duly adopted by the City Council on February 22, 2016 and April 11, 2016 (collectively, the "Prior Bond Resolutions") is $16,750,000; further determining that grants and other funds in the amount of approximately $4,560,000 have been or are expected to be received on account of said Project and shall be applied to pay a portion of the cost of the Project and further determining that the plan of financing includes the expenditure of said grants and other funds to pay a portion of the cost of the Project, the issuance of bonds of the City in the principal amount of not to exceed $12,190,000 to finance the balance of said cost and the levy and collection of taxes upon all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable

Resolución de la Ciudad de Newburgh, Nueva York, adoptada el 25 de marzo de 2024, por la que se determina que el nuevo coste máximo estimado de ciertas partes de la Fase I a la Fase IV del Plan de Control a Largo Plazo de la Ciudad (el "Proyecto") autorizado hasta la fecha de conformidad con las Resoluciones de Bonos debidamente adoptadas por el Concejo Municipal el 22 de febrero de 2016 y el 11 de abril de 2016 (colectivamente, las "Resoluciones de Bonos Anteriores") es de

$16,750,000 dólares; determinando además que se han recibido o se espera recibir subvenciones y otros fondos por un monto aproximado de $4,560,000 a cuenta de dicho Proyecto y que se aplicarán para pagar una parte del costo del Proyecto y determinando además que el plan de financiamiento incluye el gasto de dichas subvenciones y otros fondos para pagar una parte del costo del Proyecto, la emisión de bonos de la Ciudad por un monto principal que no exceda $12,190,000 para financiar el saldo de dicho costo y la imposición y recaudación de impuestos sobre todos los bienes raíces imponibles de la Ciudad para pagar el principal de dichos bonos y los intereses de los mismos a medida que venzan y sean pagaderos

10. Resolution No. 51 - 2024 - Solitude Lake Management Sampling Contract

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for water quality sampling and analysist of Browns Pond at a cost of $11,856.00

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales de muestreo y análisis de la calidad del agua de Brown's Pond por un costo de $11,856.00

11. Resolution No. 52 - 2024 - Solitude Lake Management Treatment Contract of Browns Pond

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae treatment at Browns Pond

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para la prestación de servicios profesionales para el tratamiento de algas en Browns Pond

12. Resolution No. 53 - 2024 - Solitude Lake Management Treatment Contract of Lockwood Basin

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae treatment at Lockwood Basin

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para la prestación de servicios profesionales para el tratamiento de algas en Lockwood Basin

13. Resolution No. 54 - 2024 - 112 Clinton Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Mount Saint Mary College to the premises known as 112 Clinton Street (Section 11, Block 4, Lot 11)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a favor del Mount Saint Mary College a las instalaciones conocidas como 112 Clinton Street (Sección 11, Bloque 4, Lote 11)

14. Resolution No. 55 - 2024 - Purchase of 586 South Street

    Resolution to authorize the conveyance of real property known as 586 South Street (Section 6, Block 6, Lot 70.1) at private sale to Patricio Sanchez for the amount of $139,900.00

    Resolución que autoriza la transmisión de bienes raíces conocidos como 586 South Street (Sección 6, Bloque 6, Lote 70.1) en venta privada a Patricio Sánchez por el monto de $139,900.00

15. Resolution No. 56 - 2024 - Application to Orange County for Summer Youth Employment

    Resolution authorizing the City Manager to enter into an agreement with the County of Orange for the Summer Youth Employment and Training Program to provided young people to work for the City of Newburgh for the summer of 2024

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con el Condado de Orange para el Programa de Empleo y Capacitación Juvenil para proporcionar a los jóvenes un trabajo por la Ciudad de Newburgh para el verano de 2024

16. Resolution No. 57 - 2024 - License Agreement - The Cathedral at the House - Healthy Orange Farmers Market at 140 Broadway

    Resolution authorizing the City Manager to enter into a license agreement with the Cathedral at the House f/k/a House of Refuge to allow use of City owned property located at 140 Broadway for the Healthy Orange Farmers Market

    Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo de licencia con Cathedral at the House f/k/a House of Refuge para permitir el uso de la propiedad de la Ciudad ubicada en 140 Broadway para el Healthy Orange Farmers Market

17. Resolution No. 58 - 2024 - 49 Dubois Street - License Agreement

    Resolution authorizing the City Manager to execute a license agreement with Nutopia 40-42 City Terrace LLC to allow access to City-owned property known as 49 Dubois Street (Section 29, Block 5, Lot 11) for access and equipment staging related to demolition operations at property located at 47 Dubois Street (Section 29, Block 5, Lot 12)

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de

licencia con Nutopia 40-42 City Terrace LLC para permitir el acceso a la propiedad de la Ciudad conocida como 49 Dubois Street (Sección 29, Bloque 5, Lote 11) para el acceso y la puesta en escena de equipos relacionados con las operaciones de demolición en la propiedad ubicada en 47 Dubois Street (Sección 29, Bloque 5, Lote 12)

18. Resolution No. 59 - 2024 - Orange County STOP DWI

    Resolution authorizing the City Manager or the Police Commissioner or Police Chief, as Manager's designee, to execute an inter-municipal agreement with the County of Orange confirming City of Newburgh participation in the Stop-DWI Program for the enforcement period of March 10, 2024 to January 1, 2025 and to accept an award not to exceed $3,394.00 for the first enforcement period of 2024 (March 10, 2024 – June 1, 2024)

    Resolución que autoriza al Gerente de la Ciudad o al Comisario de Policía o al Jefe de Policía, según designado del Gerente, a ejecutar un acuerdo intermunicipal con el Condado de Orange confirmando la participación de la Ciudad de Newburgh en el Programa Stop-DWI para el periodo de aplicación del 10 de marzo de 2024 al 1 de enero de 2025 y a aceptar una adjudicación que no exceda los $3394,00 para el primer periodo de aplicación de 2024 (10 de marzo de 2024 - 1 de junio de 2024)

19. Resolution No. 60 - 2024 - 2024-2025 Gun Involved Violence Elimination (GIVE) Initiative

    Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of $837,969.00 with a City match of 25% for salary and benefits for all GIVE funded positions for the period July 1, 2024 to June 30, 2025

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia Involucrada con Armas de Fuego ("GIVE") para mejorar el cumplimiento de la ley en la Ciudad de Newburgh para lograr una reducción de la delincuencia sostenida y a largo plazo por el monto de $837,969.00 con una contrapartida de la Ciudad del 25% para sueldos y beneficios para todos los puestos financiados por GIVE para el periodo del 1 de julio de 2024 al 30 de junio de 2025

20. Resolution No. 61 - 2024 - Professional Services

    Resolution authorizing an agreement between the City of Newburgh and Mollie Zarzycki for professional services related to Gun Involved Violence Elimination ("GIVE") X grant compliance

Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y Mollie Zarzycki para la prestación de servicios profesionales relacionados con el cumplimiento de la subvención de Eliminación de la Violencia Armada ("GIVE") X

21. Resolution No. 62 - 2024 - Conservation Advisory Council - Davey Resources Group - City Tree Inventory Subscription Agreement

    Resolution authorizing the City Manager to execute an agreement with Davey Resources Group, Inc. for the tree inventory data management subscription in the amount of $2,729.16

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Davey Resources Group, Inc. para la suscripción a la gestión de datos del inventario de árboles por el monto de $2,729.16

22. Resolution No. 63 - 2024 - Resolution to Approve a Consent Judgement Involving 28 Monument LLC

    A resolution approving the consent judgement and authorizing the City Manager to sign such consent judgement in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NOS. EF003482-2020, EF005372-2021, EF003758-2022 and EF004881-2023 involving Section 45, Block 8, Lot 31 (28 Monument LLC)

    Una resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NOS. EF003482-2020, EF005372-2021, EF003758-2022 y EF004881-2023 que involucra la Sección 45, Bloque 8, Lote 31 (28 Monument LLC)

23. Resolution No. 64 - 2024 - Resolution to Approve a Consent Judgement Involving 279 Third Street LLC

    A resolution approving the consent judgement and authorizing the City Manager to sign such consent judgement in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NOS. EF003481-2020, EF003756-2022 and EF004876-2023 involving Section 22, Block 1, Lot 5 (279 Third Street LLC)

    Una resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NOS. EF003481-2020, EF003756-2022 y EF004876-2023 que involucra la Sección 22, Bloque 1, Lote 5 (279 Third Street LLC)

24. Resolution No. 65 - 2024 - Resolution to Approve a Consent Judgement Involving 290 South Street LCC

A resolution approving the consent judgement and authorizing the City Manager to sign such consent judgement in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NOS. EF003480-2020, EF003754-2022 and EF004874-2023 involving Section 17, Block 4, Lot 12 (290 South Street LCC)

Una resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NOS. EF003480-2020, EF003754-2022 y EF004874-2023 que involucra la Sección 17, Bloque 4, Lote 12 (290 South Street LCC)

25. Resolution No. 66 - 2024 - Resolution to Approve a Consent Judgement Involving 344 Concord LLC for 53 Carson Avenue

A resolution approving the consent judgement and authorizing the City Manager to sign such consent judgement in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NOS. EF003472-2020, EF003781-2022 and EF004861-2023 involving Section 45, Block 7, Lot 10, (344 Concord LLC)

Una resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NOS. EF003472-2020, EF003781-2022 y EF004861-2023 que involucra la Sección 45, Bloque 7, Lote 10, (344 Concord LLC)

26. Resolution No. 67 - 2024 - Resolution to Approve a Consent Judgement Involving 344 Concord LLC for 68 Hasbrouck Street

A resolution approving the consent judgement and authorizing the City Manager to sign such consent judgement in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index NOS. E EF003473-2020, EF005388-2021, EF003751-2022 and EF004863-2023 involving Section 38, Block 3, Lot 59 (344 Concord LLC)

Una resolución que aprueba la sentencia consentida y autoriza al Gerente de la Ciudad a firmar dicha sentencia consentida en relación con el procedimiento de certiorari de impuestos contra la Ciudad de Newburgh en el Tribunal Supremo del Condado de Orange que lleva el índice del Condado de Orange NOS. EF003473-2020, EF005388-2021, EF003751-

2022 y EF004863-2023 que involucra la Sección 38, Bloque 3, Lote 59 (344 Concord LLC)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 47 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3G TO THE CONSTRUCTION CONTRACT WITH METRA INDUSTRIES DECREASING THE CONTRACT AMOUNT BY $200,000.00 AND DECREASING THE TOTAL CONTRACT AMOUNT FROM $3,698,600.00 TO $3,498,600.00 IN THE NORTH WATER STREET SEWER SEPARATION PROJECT

WHEREAS, by Resolution No. 61-2022 of March 28, 2022, the City Council of the City of Newburgh, New York awarded a bid to Metra Industries in the amount of $3,498,600.00 for the construction of the North Water Street Sewer Separation Project; and

WHEREAS, Metra Industries has submitted Change Order No. 3G reducing the contract price by $200,000.00 by reallocating certain costs that are deemed ineligible for New York State Environmental Facilities Corporation funding; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 3G with Metra Industries decreasing the total contract amount by $200,000.00 from $3,698,600.00 to $3,498,600.00 in the North Water Street Sewer Separation Project.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3G

Date of Issuance:	March 12, 2024	Effective Date:	March ____, 2024
Owner:	City of Newburgh	Owner's Contract No.:	3.22
Contractor:	Metra Industries Inc	Contractor's Project No.:	NY-GS-0353
Engineer:	Arcadis of New York, Inc	Engineer's Project No.:	30142406
Project:	North / Water Street Sewer Separation	Contract Name:	General Construction

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

Description:

1. Add $49,000.00 to Payment Line Item No. 16, "Additional Granite Curb and Sidewalk" to make the total line item $249,000. This line item covers granite curb, decorative sidewalk, paving, that was deemed ineligible for financing from New York State Environmental Facilities Corporation (NYS EFC).
2. Deduct $249,000 from Payment Line Item No. 1, "General Constructions". This represents the total amount that is ineligible for financing from NYS EFC.

Attachments: *None*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 3,498, 600.00	Original Contract Times: Substantial Completion: 300 Ready for Final Payment: 330 days
Increase from previously approved Change Order No. 2G: $ 0.00	Increase from previously approved Change Order No. 2G: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 3,698,600.00	Contract Times prior to this Change Order: Substantial Completion: 300 Ready for Final Payment: 330 days
Decrease of this Change Order: $ 200,000.00	Increase of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: $ 3,498,600.00	Contract Times with all approved Change Orders: Substantial Completion: 300 Ready for Final Payment: 330 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required) A.J. Brooks, PE	Owner (Authorized Signature) _____* RES ____-2024	Contractor (Authorized Signature) Stephan P. Dioslaki
Title: Senior Engineer	Title City Manager	Title Vice President of Administration
Date: March 12, 2024	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

RESOLUTION NO.: 48 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD BID #3.24 TO GIACORP CONTRACTING, INC. IN THE AMOUNT OF $94,600.00 FOR THE AUTOMATIC GATE ENTRANCE CONSTRUCTION TO THE SLUDGE FACLITY AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the automatic gate entrance to the Sludge Facility at the City of Newburgh Wastewater Treatment Plant (the "Project"); and

WHEREAS, 2 bids have been duly received and opened and Giacorp Contracting, Inc. is the low bidder, having submitted a bid amount of $94,600.00; and

WHEREAS, the funding for the Project shall be derived from the 2024 Budget Line G.8130.0200 Equipment/Infrastructure;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the bid for the construction of the automatic gate entrance to the Sludge Facility at the City of Newburgh Wastewater Treatment Plant be and is hereby is awarded to Giacorp Contracting, Inc. in the amount of $94,600.00; and that the City Manager be and he is hereby authorized to enter into a contract for such work in these amounts.

NOTICE TO BIDDERS

INVITATION FOR BIDS

for

Installation of Automated Gate at the WWTP

Bid No. 3.24

City of Newburgh, Orange County, New York

Sealed Bids will be received by City Comptroller Janice Gaston in her office located at 83 Broadway, 4th Floor, Newburgh, NY 12550 until 11:00 a.m. (local time), Monday, March 4, 2024, at which time they will be publicly opened and read aloud.

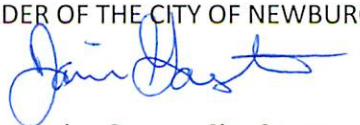
The City of Newburgh plans the installation of a new automated gate at the Wastewater Treatment Plant located at 2 Renwick Street, Newburgh, New York. This project is subject to New York State Department of Labor Prevailing Wage rates and requires submission of original certified payrolls as a condition for payment. A Pre-Bid Site Visit Meeting has been set for Thursday, February 13, 2024 at 9:00 a.m. Contractor attendance is strongly encouraged. The Work will be substantially complete by Friday, August 30, 2024; completed and ready for final payment within ninety (90) days.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on Thursday, February 1, 2024 may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Prospective Bidders must obtain all Bid Documents, including Addenda and other Bid correspondence, from the Empire State Purchasing Group's website in order to be considered an official Plan Holder. Bids received from Contractors that are not considered an official Plan Holder shall not be accepted by the City of Newburgh.

The City of Newburgh reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive, or Conditional Bids.

OWNER:	Contact:	CONSULTANT:	Contact:
City of Newburgh 83 Broadway Newburgh, NY 12550	Allison Spinelli Assistant City Engineer (845) 242-5824	CJS Engineering, PC 323 Glen Cove Avenue Sea Cliff, NY 11579	Charles Scolaro, P.E. Principal (516) 674-0101

BY ORDER OF THE CITY OF NEWBURGH

By:  Dated: Wednesday, January 31, 2024

Janice Gaston, City Comptroller

City of Newburgh - An Equal Opportunity Employer

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

UNOFFICIAL LOWEST-BID TABULATION

CITY OF NEWBURGH, NY

PROJECT NAME: Bid #3.24 - Installation of an Automated Gate at the WWTP
BID OPENING: Monday, March 4, 2024 @ 11:00 AM (Local Time)
Bid Opening: Began at 11:21 a.m. and closed at 11:34 a.m.
Present: Janice Gaston, City Comptroller (Witness); ~~Bob VanVlack, City Purchasing Agent (Opens & reads aloud);~~ Allison Spinelli, Assistant City Engineer (Recording of Proposals)

Allison

Liz Garrison

	Bidder Name	Time Stamped	Sealed & Clearly Marked	Original and One Copy	Bid Form (signed in blue ink)	Addendum #1	Addendum #2	Addendum #3	Addendum #4	Addendum #5	Addendum #6	Lump Sum Bid Price for GC	Resolution of Board of Directors	Form of Security	Bidder's Qualifications	Affidavit of Workers' Comp	Non-Collusion Bidding Affidavit	Iranian Energy Sector Act
1	Fox Fence Enterprises	3/1 @ 2:30 pm RV	✓	✓	✓	✓	✓	✓	✓	✓	✓	$132,750.00	✓	Bond City Form	✓	inc. signed but not fully notarized	inc.	inc.
2	G.i.a Corp Contracting	3/1 @ 9:50 AM RV	✓	✓	✓	✓	✓	✓	✓	✓	✓	94,600.00	✓	Bond City Form	✓	✓	✓	✓
4																		
6																		
7																		
8																		
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11																		
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City of Newburgh
Orange County, New York

Installation of an Automated Gate at the WWTP
Bid No. 3.24

Bid Review

Discussion

Two bids were received on March 4, 2024, for the installation of an automated gate at the City's wastewater treatment plant. The project plans and specifications require the demolition of the existing fence and gate, and installation of a new fence and double gate with two (2) gate operators, proximity sensors, and a vehicle access system. Installation includes all electrical and control wiring to the new operators. There was a pre bid meeting on February 13, 2024, but neither firm attended.

The two bidders were:

1. Giacorp Contracting, Inc., 11 Bradhurst Avenue, Hawthorne, NY 10532
2. Rosenda Fence Co., d/b/a Fox Fence Enterprises, Inc., 417 Crooks Avenue, Clifton, NJ 07011

Neither company took any exception to the plans and specifications and submitted the required bid forms, bid bond, and paperwork (except for incomplete notary signatures on Fox Fence Enterprises' bid).

Price Comparison

Below is a price comparison of the two responsive bidders:

Bidder	Bid Price
Giacorp Contracting, Inc.	$94,600
Fox Fence Enterprises, Inc.	$132,750

Since Giacorp Contracting is the apparent low bidder, their bid was reviewed in detail and, if found acceptable, would be the recommended contactor.

CJS ENGINEERING, PC
323 Glen Cove Avenue
Sea Cliff, NY 11579

Giacorp Contracting, Inc.

Giacorp Contracting, Inc. is a certified women owned business in the City of Philadelphia, for NJ State projects, and has an application pending in New York. They have reportedly been in business as a contractor for 7 ½ years, and have provided a list of twelve current contracts worth approximately $483,000 and over $2.1 million in fourteen recently completed contracts. Several of these, including their work at the US Marshal's Service Federal Courthouse in White Plains, the Public Service Complex for the City of Perth Amboy, and the Middletown Police Department involved the installation of gates, gate operators, and vehicle access systems.

Summary

Giacorp Contracting Inc. has submitted the lowest bid and appears qualified to perform the work as required by the project plans and specifications. We recommend that the City proceed in awarding this contract to Giacorp Contracting.

CJS ENGINEERING, PC
323 Glen Cove Avenue
Sea Cliff, NY 11579

er: Giacorp Contracting Inc
11 Bradhurst Avenue
Hawthorne, NY 10532
81-3940276

Installation of Automated Gate at the WWTP

t: 3.24

Date: March 4, 2024

Time: 11:00 am

D ENCLOSED

RVV
3/1/2024
9:50 A.M.

Ship to:

City of Newburgh
City Comptroller
Janice Gaston
83 Broadway, 4th Floor
Newburgh, NY 12550

Original

Giacorp Contracting, Inc.

CONTRACT DOCUMENTS
for

Installation of Automated Gate at the WWTP

Bid No. 3.24

City of Newburgh, Orange County, New York

BIDDER's CHECKLIST

The following information contained in the CONTRACT DOCUMENTS must be completed by Bidder prior to Bid Submission:

Bid Prices: All blanks appropriately filled in ink or typewritten with both words and figures, where applicable	✓
Signatures: All signatures (except Notary Public) to be executed in blue ink	✓
One (1) Original and one (1) Copy of Bid	✓
Resolution of Board of Directors	✓
Non-Collusion Bidding Affidavit	✓
Bid Security required in form of bid bond or certified bank check	✓
Bidder's Qualification Statement with supporting data	✓
Affidavit of Workers' Compensation	✓
Iranian Energy Sector Divestment	✓

SECTION 00 41 13

BID FORM

Project Identification: Installation of an Automated Gate at the WWTP

Contract Identification And Number: Bid No. 3.24

Submitted To: City of Newburgh

83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
   a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

      List Addenda by Addendum Number and Date:

      1 &2 2/7/24, 3 - 2/15/24, 4 & 5 - 2/21/24, 6 - 2/22/24

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.

   c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

   d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

   e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

i. Any other representation required by Laws and Regulations.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE:

Ninety four thousand, six hundred dollars & 00/100	$ 94,600.00
Written or Typed in Text	*Numerical*

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   a. Resolution of Board of Directors

   b. Non-Collusion Bidding Affidavit

   c. Required BIDDER's Qualification Statement with supporting data

   d. Affidavit of Workers' Compensation

   e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

Lisa Walter Calicchia, (914) 440-0300, Fax (914) 302-3973, email LWC@giaccinc.com

Giacorp Contracting Inc, 11 Bradhurst Avenue, Hawthorne, NY 10532

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: March (*Month*) 4th (*Day*) 2024 (*Year*)

State Contractor License No.: n/a

If BIDDER is:

An Individual

By: _____
Individual's Name *Seal*

Doing business as _____

Business Address: _____

Phone Number:

A Partnership

By: _____
Firm Name *Seal*

General Partner _____

Business Address: _____

Phone Number:

A Corporation

By: Giacorp Contracting Inc
Corporation Name *Seal*

State of Incorporation: NEW YORK

Authorized Signatory: _____ Title: President

Attestation: _____
~~Secretary~~ Office Assistant

Seal

Business Address: 11 Bradhurst Avenue, Hawthorne, NY 10532

Phone Number: 914-440-0300

Date qualified to do business: 9/21/2016

A Joint Venture

By: _____
Individual's Name *Seal*

Address: _____

By: _____
Individual's Name *Seal*

Address: _____

Official Communications Address: _____

_____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

SECTION 00 43 13

CERTIFIED COPY OF RESOLUTION
OF
BOARD OF DIRECTORS OF
Installation of an Automated Gate at the WWTP
Bid No. 3.24

City of Newburgh, New York

Giacorp Contracting Inc

Name of Corporation

Resolved that Lisa Walter Calicchia , President

Authorized Signatory *Title*

of Giacorp Contracting Inc Authorized to sign and submit the Bid of the Corporation for

Name of Corporation

the following project: Installation of an Automated gate at the WWTP

and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

Giacorp Contracting Inc

Name of Corporation

At a meeting of its Board of Directors held on the 29th day of February 20 24

By: Title: President

Seal

This form must be completed if the Bidder is a Corporation

GIACORP
CONTRACTING
INC.

March 4, 2024

Corporate Resolution:

Be it resolved that I. Lisa Walter Calicchia, President (Title) certify that I am the sole owner, sole corporate officer of Giacorp Contracting and I am authorized to sign contracts and other documents on behalf of the Company.

Lisa Walter Calicchia, President

AFFIX CORPORATE SEAL

Notary Public

CHEVON DEIERLEIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6209411
Qualified in Putnam County
Commission Expires JULY 27, 2025

This is a true copy

Proudly a NWBOC Federally Certified WBE, EDWOSB & WOSB
City of Albany, NY Certified WBE
State of New Jersey Certified WBE
NY & NJ Port Authority Certified WBE & SBE
City of Philadelphia, PA Certified WBE
Pennsylvania SBE

11 Bradhurst Avenue
Hawthorne, NY 10532
www.giaccinc.com
An Equal Opportunity Employer

(914) 440-0300
Fax (914) 302-3973
info@giaccinc.com

SECTION 00 43 13.13
BID BOND
Installation of an Automated Gate at WWP

Bid No. 3.24

City of Newburgh, New York

BIDDER, *Name and Address*:

Giacorp Contracting Inc.
11 Bradhurst Avenue
Hawthorne, NY 10532

SURETY, *Name and Address of Principal Place of Business*:

Arch Insurance Company
67 Main Street, P.O. Box 5670
Cortland, NY 13045

OWNER, *Name and Address*:

City of Newburgh
83 Broadway
Newburgh, NY 12550

BID:

Due Date: Monday, March 4, 2024

Project, *brief description and location*:

Installation of a new automated gate at the Wastewater Treatment Plant located at 2 Renwick Street, Newburgh, NY.

BOND:

Bond Number: BIDBOND

Date, *no later than Bid Due Date*: March 4, 2024

Penal Sum: Five Percent of the Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER:
Giacorp Contracting Inc.
Bidder's Name and Corporate Seal

By: Lisa Walter Calicchia, President
Signature and Title

Attest: Helen O'Neill
Signature and Title Helen O'Neill Office Assistant

SURETY, *attached power of attorney*:
Arch Insurance Company
Surety's Name and Corporate Seal

By:
Anthony Basciano *Signature and Title* Attorney-in-Fact

Attest: Amanda Nigro
Amanda Nigro *Signature and Title* Witness, As to Surety

4.1 Above addresses are to be used for giving required notice.

4.2 Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

4.3 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

4.4 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bid Documents the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents and Contract Documents.

4.5 This obligation shall be null and void if:

5.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

5.2 All Bids are rejected by OWNER, or

5.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4.6 Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4.7 Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

4.8 No suit or action shall commence under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one (1) year after Bid Due Date.

4.9 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

4.10 Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

4.11 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

4.12 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

4.13 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

Individual Acknowledgement

State of _____ ss.
County of _____
On this ____ day of _____ 20 ____ , before me
personally came _____ to me known,
and known to me to be the individual(s) described in, and, who executed the foregoing
Instrument, and acknowledged to me that ____ he _____ executed the same

My commission expires _____ _____
Notary Public (SEAL)

Fin in Acknowledgement

State of _____ SS.
County of _____
On this ____ day of _____ 20 __ _ , before me
personally came _____ to me known,
and known to me to be a member of the firm of _____
described In and who executed the foregoing Instrument, and ____ he executed thereupon
acknowledged to me that_____ he executed the same as and for the act ad deed of
said firm

My commission expires _____ _____
Notary Public (SEAL)

Corporation Acknowledgement

State of New York SS.
County of Westchester
On this 4 day of March 20 24 , before me
personally came Lisa Waeto Calicchia to me known,
who, being by me duly sworn, did depose and say that S he is the President
of Giacoio Contracting Inc
the Corporation described in and which executed the above instrument; that S he
knows that the corporate seal; that was so affixed by order of the Board of Directors of said
corporation and that S he signed his/her name thereto by like order.

My commission expires _____ _____
Notary Public (SEAL)

CHEVON DEIERLEIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6209411
Qualified in Putnam County
Commission Expires JULY 7, 2025

Surety Acknowledgement

State of New Jersey SS.
County of Morris
On this 4th day of March 2024 before me
personally came Anthony Basciano to me known,
who, being by me duly sworn, did depose and say that ____ he is the an attorney-in-fact of
Arch Insurance Company
the corporation described in and which executed the within instrument that ____ he
knows the corporate seal of said corporation that the seal affixed to the within instrument
is such corporate seal; and that _____ he signed the said Instrument and affixed the said seal as
attorney-in-fact by authority of the Board of Directors of said corporation and by
authority of this office under the Standing Resolutions thereof.

My commission expires _____ Nicole J. Broderick
Notary Public (SEAL)

NICOLE T. BRODERICK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 9, 2025

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anthony Basciano of Cortland, NY

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of April, 2023.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — Corporate Seal 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1158622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION
I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 7, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th day of March, 2024.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company — Corporate Seal 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022

Assets

Cash & Cash Equivalents in Banks	$164,221,743
Bonds owned	5,593,459,350
Stocks	661,945,887
Premiums in course of collection	759,892,858
Accrued interest and other assets	1,233,903,208
Total Assets	$ 8,413,423,046

Liabilities

Reserve for losses and adjustment expenses	$3,263,943,304
Reserve for unearned premiums	1,564,373,124
Ceded reinsurance premiums payable	408,386,710
Amounts withheld or retained by company for account of others	212,472,379
Reserve for taxes, expenses and other liabilities	983,651,831
Total Liabilities	$6,432,827,348
Surplus as regards policyholders	1,980,595,698
Total Surplus and Liabilities	$8,413,423,046

By: _____ Attest: _____

Executive Vice President, Chief Financial Officer and Treasurer

Executive Vice President, General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2022.

Subscribed and sworn to before me, this 14 day of March 2023

Notary Public _____

BRITTANY CONKLIN
Notary Public, State of New Jersey
Comm. # 50204279
My Commission Expires 11/07/2027

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Installation of an Automated Gate at the WWTP

Bid No. 3.24

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

   in years: 7 1/2 years

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

   PLEASE SEE ATTACHED

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

   PLEASE SEE ATTACHED

4. Work awarded to you; if so, state where and why.

   PLEASE SEE ATTACHED

5. What equipment do you own that is available for this work?

   2022 Silverado 4500 Flatbed, 2006 Isuzu Flatbed truck, 2022 Dodge Ram 3500 Pick up Truck, 2012 Isuzu Flatbed truck, 2019 Takeuchi TL8 Skid Steer, 2015 CAM Dump Trailer, 2021 Cement Mixer, Generator(s) and Welder(s)

6. What equipment do you plan to rent or purchase for this work?

   N/A

GIACORP CONTRACTING INC.

Projects of Similar Scope – Automated Gates

Owner: Hoboken Housing Authority 400 Harrison St, Hoboken, NJ 07030 **Contact:** Emil Kotherithara **Phone:** (201) 798-0370 **Email:** emil.cfo@myhhanj.com **Project No.:** Gate Upgrades at Fox Hill & Adams Gardens	**Summary of Work:** Fox Hill: Remove and replace three (3) gate operators and accessories for devices. Replace all gate hardware. Milling and replacement of paved areas associated with gate sensors. Adams Gardens: Remove and replace two (2) gate operators and accessories for devices. Replace all gate hardware. Milling and replacement of paved areas associated with gate sensors. *PRIME*	**Award:** November 2020 **Contract Amt.:** $116,700.00 **Completion:** September 2021
Owner: Hoboken Housing Authority 400 Harrison St, Hoboken, NJ 07030 **Contact:** Emil Kotherithara **Phone:** (201) 798-0370 **Email:** emil.cfo@myhhanj.com	**Summary of Work:** Automated gate service as needed 2022 - current *PRIME*	**Amount to Date:** $15,975.00
General Contractor: Weil Construction, Inc. 3344 Princeton Dr NE Albuquerque, NM 87107-2014 **Contact:** Erika Flores **Phone:** (505) 899-3535 **Email:** e.flores@weilconstruction.com **Project No.:** 47PH0120D0005	**Summary of Work:** Complete demolition of existing fence and gates. Furnish and install ornamental fencing system, gates, gate openers and hardware at US Marshal's Service, Federal Courthouse, White Plains, NY **Owner:** General Services Administration (GSA) *SUBCONTRACTOR*	**Award:** February 2021 **Contract Amt.:** $772,810.51 **Completion:** October 2021
Owner: County of Westchester Department of Emergency Services 4 Dana Road Valhalla, NY 10595 **Contact:** Julia Criscitelli **Phone:** (914) 231-1683 **Email:** jjcv@westchestergov.com **Project No.:** 5738BPS / Yearly Service Contract for Electronic Gates	**Summary of Work:** Yearly Service Contract for Electronic Gates *PRIME*	**Award:** January 2, 2020 **Completion:** December 31, 2024 **Amount to Date:** $3,055.26 **Purchase Orders on Hand:** $0

Owner: County of Bergen One Bergen County Plaza- 4th Floor Department of Parks & Recreation Hackensack, NJ 07601 **Contact:** Jeff Luna **Phone:** (201) 336-6448 **Email:** JLuna@co.bergen.nj.us **Project:** #19-51 Fencing and Appurtenances for A 24-Month Period	**Summary of Work:** Various Fence Installations and Repairs as needed, railings, netting and Zoo enclosures. Preventive Maintenance for overhead sliding gates and automated gates. *PRIME*	**Award:** October 2019 **Completion:** February 2024 **Amount to Date:** $824,316.63 **Purchase Orders on Hand:** $31,624.30
Owner: County of Dutchess 22 Market Street Poughkeepsie, NY 12601 **Contact:** Brendan McAllister **Phone:** (845) 486-2121 **Email:** bmcallister@dutchessny.gov **Project No.:** RFB-DCB-18-23 / Yearly Service Contract	**Summary of Work:** On call Commercial/ Industrial Fencing and Automatic & Non-Automatic Gate Contractor for Construction, Renovation, Rental and Repair. *PRIME*	**Award:** December 1, 2023 **Completion:** November 30, 2026 **Amount to Date:** $0 **Purchase Orders on Hand:** $0
Owner: County of Dutchess 22 Market Street Poughkeepsie, NY 12601 **Contact:** Brendan McAllister **Phone:** (845) 486-2121 **Email:** bmcallister@dutchessny.gov **Project No.:** RFB-DCB-21-18 / Yearly Service Contract	**Summary of Work:** On call Commercial/ Industrial Fencing and Automatic & Non-Automatic Gate Contractor for Construction, Renovation and Repair. *PRIME*	**Award:** October 22, 2018 **Completion:** October 21, 2023 **Amount:** $34,822.71
Owner: CITY OF PERTH AMBOY 260 High Street Perth Amboy, NJ 08861 **Contact:** Maria J. Rivera **Phone:** (732) 826-0290 ext. 4010 **Email:** mrivera@perthamboynj.org **Project No.:** Public Safety Complex Gate Improvements	**Summary of Work:** Replacement of four (4) card reader vehicle access systems with remote controlled capabilities within the Public Safety Complex. Three (3) locations include barrier arm operator systems and the Augustine Place location includes installation of a new powered cantilever slide gate and fence. *PRIME*	**Award:** June 2021 **Contract Amt.:** $199,974.39 **Completion:** December 2021

GIACORP CONTRACTING INC.

Current Contracts:

Owner: Village of Wappingers Falls 2582 South Avenue Wappingers Falls, New York **Contact:** Tom Morris **Phone:** (845) 297–5277 **Email:** tmorris@wappingersfallsny.gov **Project:** Bain Park Play Equipment Area	**Summary of Work:** Fill and grading, playground equipment installation, construct asphalt parking area and walking paths, install fencing and gates, and landscape restoration (grass). *PRIME*	**Award:** October 2019 **Completion:** March 2024 **Contract Amt.:** $289,411.00 **Percent Complete:** 2%
Owner: County of Bergen One Bergen County Plaza- 4th Floor Department of Parks & Recreation Hackensack, NJ 07601 **Contact:** Jeff Luna **Phone:** (201) 336-6448 **Email:** JLuna@co.bergen.nj.us **Project:** #19-51 Fencing and Appurtenances for A 24-Month Period	**Summary of Work:** Various Fence Installations and Repairs as needed, railings, netting and Zoo enclosures. Preventive Maintenance for overhead sliding gates and automated gates. *PRIME*	**Award:** November 28, 2023 **Completion:** April 2024 **Amount to Date:** $872,095.23 **Purchase Orders on Hand:** $19,490.75
General Contractor: Mouncto Construction & Development Corp. 700 White Plains Rd, Suite 363 Scarsdale, NY 10583 **Contact:** Christina Lapierre **Phone:** 914-723-1200 x20 **Email:** clapierre@mountco.com **Project:** Stuyvesant Apartments – 1-143 Sheehan Court, Kingston, NY	**Summary of Work:** Furnish and Install Stair guard railings for all 15 entrances 1st and 2nd floor. 125 Stair railings to be primed and painted. 126 Furnish and install wall mounted handrail for all 15 entrances 1st and 2nd floor. *SUBCONTRACTOR*	**Award:** December 2022 **Completion:** February 2024 **Contract Amt.:** $174,245.00 **Percent Complete:** 65%
Owner: Edgemont School District 300 White Oak Lane Scarsdale, NY 10583 **Contact:** Ray Renda **Phone:** 914-472-7767 ext. 4418 **Email:** rrenda@edgemont.org **Project:** Fence Services as Needed	**Summary of Work:** Various Fence Installations and Repairs as needed *PRIME*	**Award:**11/2022 **Completion:** 11/2024 **Amount to Date:** $91,064.66 **Purchase Orders on Hand:** $0

Owner: Tarrytown Public Schools 200 North Broadway Sleepy Hollow, NY 10591 **Contact:** Christina Clarke **Phone:** (914) 366-5801 **Email:** cclarke@tufsd.org **Project:** Fence Services as Needed	**Summary of Work:** Various Fence Installations and Repairs as needed 2019 – current *PRIME*	**Award:** 2019 **Amount to Date:** $348,365.39 **Purchase Orders on Hand:** $0
Owner: Dobbs Ferry UFSD 505 Broadway Dobbs Ferry, New York 10522 **Contact:** Denis Brazil **Phone:** (914) 693-1500 ext. 3044 **Email:** brazild@dfsd.org **Project:** 2223-02 Fencing Installation & General Repair	**Summary of Work:** Various Fence Installations and Repairs as needed *PRIME*	**Award:** July 1, 2022 **Completion:** June 30, 2024 **Amount to Date:** $26,219.67 **Purchase Orders on Hand:** $0
Owner: Town of Wallkill 99 Tower Drive, Building A Middletown, NY 10941 **Contact:** Michele Baker **Phone:** (845)692-7831 **Email:** mbaker@townofwallkill.com **Project No.:** Chain Link Fence	**Summary of Work:** Various Fence Installations and Repairs as needed - Service Contract *PRIME*	**Award:** May 1, 2022 **Completion:** May 1, 2024 **Amount to Date:** $74,543.00 **Purchase Orders on Hand:** $0
Owner: Hoboken Housing Authority 400 Harrison St, Hoboken, NJ 07030 **Contact:** Emil Kotherithara **Phone:** (201) 798-0370 **Email:** emil.cfo@myhhanj.com	**Summary of Work:** Automated gate service as needed 2022 - current *PRIME*	**Amount to Date:** $15,975.00
Owner: Mamaroneck Union Free School District 1000 West Boston Post Rd Mamaroneck, NY 10543 **Contact:** Steve Brugge **Phone:** (914) 220-3081 **Email:** sbrugge@mamkschools.org **Project:** District Wide Yearly Fencing	**Summary of Work:** Various Fence Installations and Repairs as needed - Service Contract *PRIME*	**Contract Dates:** 10/17/2018 - 10/16/2019 **Contract Dates:** 7/1/2020 -6/30/2024 **Amount to Date:** $295,870.30 **Purchase Orders on Hand:** $0
Owner: Town of Hempstead, Parks & Recreation 200 N. Franklin Street Hempstead, NY 11550 **Contact:** Rachel Depano **Phone:** 516-292-9000 x 7254 **Email:** rpupa@tohmail.org **Project No.:** 07-2022	**Summary of Work:** Supply, install and repair golf netting at various Gold Courses with the Town of Hempstead. *PRIME*	**Award:** February 15, 2022 **Completion:** February 14, 2024 **Amount to Date:** $33,940.85 **Purchase Orders on Hand:** $0

Owner: County of Westchester Department of Emergency Services 4 Dana Road Valhalla, NY 10595 **Contact:** Julia Criscitelli **Phone:** (914) 231-1683 **Email:** jjcv@westchestergov.com **Project No.:** 5738BPS / Yearly Service Contract for Electronic Gates	**Summary of Work:** Yearly Service Contract for Electronic Gates *PRIME*	**Award:** January 2, 2020 **Completion:** December 31, 2024 **Amount to Date:** $20,947.33 **Purchase Orders on Hand:** $0
Owner: Community Housing Management Corp 5 West Main Street Suite 214 Elmsford, NY 10523 **Contact:** Mari **Phone:** (917) 674-2480 **Email:** maricruz@chmci.com	**Project:** Various Fence/gate Installations and Repairs 2018 – current *PRIME*	**Completed to Date:** $15,685.98 **Purchase Orders on Hand:** $0

GIACORP CONTRACTING INC.

Recently Completed Projects

Owner: City of Norwalk 125 East Avenue Norwalk, CT 06851 **Contact:** Mario Pizighelli, EIT **Phone:** 203-854-4162 **Email:** mpizighelli@norwalkct.org **Project No.:** RNP 2022-3 Freese Park Railing Rehabilitation	**Summary of Work:** Rehabilitation of the three rail pedestrian railings located at Freese Park in Norwalk, CT. Rehabilitation of certain sections of the three rail pedestrian railings, full removal and refurbishing (sandblast and repaint), or full replacement of certain sections. *PRIME*	**Award:** November 10, 2022 **Contract Amt.:** $578,136.66 **Completion:** December 28, 2023
Owner: Town of Wallkill 99 Tower Drive, Building A Middletown, NY 10941 **Contact:** Michele Baker **Phone:** (845)692-7831 **Email:** mbaker@townofwallkill.com **Project No.:** Fencing at Middletown Police Department, PO# 23-02046	**Summary of Work:** Installation of 6' high black chain link security fence with one (1) 28' wide double drive gate with gate operator, one (1) 30' wide cantilever gate with gate operator, one (1) 20' wide double drive exit gate. Installation of island with bollards. *PRIME*	**Award:** May 3, 2023 **Contract Amt.:** $190,577.53 **Completion:** January 2024
Owner: Morris County Park Commission P.O. Box 1295, Morristown, NJ 07962-1295 300 Mendham Rd, Morristown, NJ 07960 **Contact:** Mark Demareski **Phone:** 973.252.8128 **Email:** MDemareski@morrisparks.net **Project No.:** Contract #48-23 Installation of Deer Fence at the Frelinghuysen Arboretum	**Summary of Work:** Removal and installation of approximately 3,425 linear feet of Deer Fencing at the Frelinghuysen Arboretum located in Morris Township. *PRIME CONTRACTOR*	**Award:** July 1, 2023 **Contract Amt.:** $68,274.00 **Completion:** November 10, 2023
Owner: City of Norwalk 125 East Avenue Norwalk, CT 06851 **Contact:** Ken Hughes **Phone:** 203-505-5681 **Email:** khughes@norwalkct.org **Project No.:** 4256 - Oyster Shell Park Fence Repair	**Summary of Work:** Removal & replacement of the bulkhead & fishing pier railing infill panels. Cleaning of bulkhead & fishing pier railing components. Cleaning of amphitheater & fishing pier overlook wood decking. Application of clear wood sealer to railings and wood decking. *PRIME*	**Award:** March 8, 2023 **Contract Amt.:** $230,027.00 **Completion:** August 4, 2023

Owner: County of Dutchess 22 Market Street Poughkeepsie, NY 12601 **Contact:** Brendan McAllister **Phone:** (845) 486-2121 **Email:** bmcallister@dutchessny.gov **Project No.:** RFB-DCB-21-18 / Yearly Service Contract	**Summary of Work:** On call Commercial/ Industrial Fencing and Automatic & Non-Automatic Gate Contractor for Construction, Renovation and Repair. *PRIME*	**Award:** October 22, 2018 **Completion:** October 21, 2023 **Final Amount:** $34,822.71
Owner: City of Norwich 50 Clinton Ave. Norwich, CT 06360 **Contact:** JP Laguerre **Phone:** 860-823-3798 **Email:** jplaguerre@cityofnorwich.org **Project No.:** 23-45 Columbus Park Aluminum Fence	**Summary of Work:** Removal of existing fence and stair handrails. Install 386 LF of 48 inch high Commercial grade ornamental aluminum fence. Furnish and Install 13 foot long double handrails and 8 foot long single handrail. *PRIME*	**Award:** March 20, 2023 **Contract Amt.:** $66,863.50 **Completion:** June 27, 2023
Owner: Middlesex County 75 Bayard St. New Brunswick, New Jersey 08901 **Contact:** Rick Lear **Phone:** (732) 421-2152 **Email:** richard.lear@co.middlesex.nj.us **Project No.:** PO#194535, Furnishing, Delivery and Installation of Barrier Fence Swing Gates At Various Middlesex County Parks & Open Space	**Summary of Work:** Furnish and install: (1) Twenty Four Foot (24') Double Swing Gate @ Alvin Williams Park (1) Twelve Foot (12') Single Swing Gate @ Davidson Mill Pond Park (1) Twenty Six Foot (26') Double Swing Gate @ Donaldson Park (1) Twenty Six Foot (26') Double Swing Gate @ Donaldson Park (1) Twenty Foot (20') Double Swing Gate @ Matchaponix Forest *PRIME CONTRACTOR*	**Award:** February 15, 2023 **Contract Amt.:** $59,685.00 **Completion:** June 2, 2023
Owner: Town of Glastonbury 2155 Main St Glastonbury, CT 06033 **Contact:** Greg Mahoney **Phone:** 860-652-7742 **Email:** greg.mahoney@glastonbury-ct.gov **Project No.:** 71888 - J.B. Williams Park Timber Post and Rail Installation	**Summary of Work:** Furnishing and installing 10" X 10" Timber Post and Guiderail *PRIME*	**Award:** October 2022 **Contract Amt.:** $34,937.92 **Completion:** January 2023
Owner: Town of Wappinger 20 Middlebush Road Wappingers Falls, NY 12590 **Contact:** Jonathan DiRocco **Phone:** 845.686.2301 **Email:** JDiRocco@cplteam.com **Project No.:** Robinson Lane Park New Baseball Field Fences	**Summary of Work:** Removal of the existing fences. Furnish and install new fencing 4' high and gates with new foul poles. *PRIME*	**Award:** February 6, 2023 **Completion:** March 8, 2023 **Contract Amt.:** $94,964.00

Owner: City of Poughkeepsie 62 Civic Center Plaza Poughkeepsie, N.Y. 12601 **Contact:** Joseph A. Chenier **Phone:** 845-451-4058 **Email:** JChenier@cityofpoughkeepsie.com **Project No.:** RFB-COP-03-22-02, Improvements at City Parks	**Summary of Work:** Installation of barrier netting at Digilio Field at Spratt Park, Sauter Field at Spratt Park and at Sitzel Field; backstop stop replacement at Whitesell Field at Spratt Park, and Digilio Field at Spratt Park; and backstop stop replacement at College Hill Ballfield. *PRIME*	**Award:** June 23, 2022 **Completion:** March 29, 2023 **Contract Amt.:** $226,203.00
Owner: Madison County Dept. of Solid Waste P.O. Box 27 Wampsville, NY 13163 **Contact:** Gregory Gelewski **Phone:** (315) 361-8408 **Email:** gregory.gelewski@madisoncounty.ny.gov **Project No.:** RFB 22-31 Landfill Litter Netting Replacement & Repairs PO# 22204155 - 00	**Summary of Work:** Complete replacement of a 1050 lf of 24' high netting. Repair of tensioning and support cables, along with the replacement of 700 lf of 30' high netting and lower chain link fencing repairs. *PRIME*	**Award:** October 18, 2022 **Completion:** December 22, 2022 **Contract Amt.:** $121,520.00
Owner: Village of Tarrytown One Depot Plaza Tarrytown, NY 10591 **Contact:** Dan Pennella **Phone:** 914-631-3668 **Email:** DPennella@tarrytowngov.com **Project No.:** PO# 23047	**Summary of Work:** Emergency Repairs to the Church Street Pedestrian Bridge: Wood deck removal & replacement Deck frame removal & replacement *PRIME CONTRACTOR*	**Award:** September 15, 2022 **Completion:** October 20, 2022 **Contract Amt.:** $165,779.00
Owner: Florham Park Public Schools 67 Ridgedale Ave Florham Park, NJ 07932 **Contact:** John Csatlos **Phone:** 973-822-3880 x1005 **Email:** john.csatlos@fpks.org **Project No.:** Florham Park BOE/Bollard Installation at Briarwood ES & Brooklake ES	**Summary of Work:** Installation of fixed and removable bollards, restoration of asphalt pavement surfaces, sub-base restoration, striping and vegetive surface restoration at Brooklake ES and Briarwood ES. *PRIME CONTRACTOR*	**Award:** May 9, 2022 **Completion:** July 15, 2022 **Contract Amt.:** $136,000.00
General Contractor: Carson Corporation 171 NJ-94 Lafayette Township, NJ 07848 **Contact:** Chris Simpson **Phone:** 973-579-4100 **Email:** csimpson@carsoncorporation.net **Project No.:** United States Army Garrison Fort Hamilton, Storm Recovery Project	**Summary of Work:** Purchase Order #2659-0033 Supply & Installation of Ornamental Aluminum Fence/Gates at Garrison Fort Hamilton, Brooklyn, NY *SUBCONTRACTOR*	**Award:** May 19, 2022 **Contract Amt.:** $95,779.94 **Completion:** August 5, 2022

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

Jonathan DiRocco, CPL Team, 845.686.2301, Robinson Lane Park Town of Wappingers

Wilber Giron, EIT, City of Norwalk, 125 East Avenue, Norwalk, CT 06851, 203-854-7801, TMP2019-1/ Yankee Doodle Parking Garage

Greg Mahoney, Senior Engineering Town of Glastonbury, 2155 Main Street, Glastonbury, CT 06033, 860-652-7742
J.B. Williams Park - Timber Post and Rail Installation

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Levitt-Fuirst Associates, Ltd., Anthony Basciano, 160 Littleton Road,Parsippany, NJ 07054, 914-457-4236

Wayside Fence, Sal Militello, 631-525-6989, 63 Third Avenue, Bay Shore, NY 11706

Bank of America, 2 Triangle Center, Yorktown Heights, NY 10598, 914-962-7882

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

Will be provided upon request

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a S-Corporation

Type of Legal Entity

The address of principal place of business is:

Giacorp Contracting Inc, 11 Bradhurst Avenue, Hawthorne, NY 10532

The names of the corporate officers, or partners, or individual doing business under a trade:

Lisa Walter Calicchia, President

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Installation of an Automated Gate at the WWTP

Bid No. 3.24

City of Newburgh, Orange County, New York

STATE OF: NEW YORK)

) SS:

County of: WESTCHESTER)

I, Lisa Walter Calicchia of the Town, Village, City of Yorktown Heights

in the County of Westchester and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Giacorp Contracting Inc

being duly sworn, deposes and says that he now carries or that he has applied for a Workers' Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Giacorp Contracting Inc

Contractor Name

Subscribed and sworn to Lisa Walter Calicchia (*Name of Affiant*) President (*Title of Affiant*)

Signature of Affiant (in blue ink)

before me this 4th day of March, 20 24

Affix Notary Seal or Stamp below

Notary Public of _____

My commission expires: _____

Notary Signature: _____

CHEVON DEIERLEIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6209411
Qualified in Putnam County
Commission Expires JULY 27, 2025

This Affidavit must be completed by all Bidders

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2023

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

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

PRODUCER Brown & Brown of New York, Inc. 625 Route 6 Mahopac NY 10541	CONTACT NAME: Samantha Kugler PHONE (A/C, No, Ext): (845) 628-4500 FAX (A/C, No): (845) 628-1804 E-MAIL ADDRESS: Samantha.Kugler@bbrown.com
INSURED Glacorp Contracting Inc 11 Bradhurst Avenue Hawthorne NY 10532	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Company of America — 12572 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			S 2291926	12/13/2023	12/13/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S 2291926	12/13/2023	12/13/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			S 2291926	12/13/2023	12/13/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 908002003	12/16/2023	12/16/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Miller

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SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Installation of an Automated Gate at the WWTP

Bid No. 3.24

City of Newburgh, Orange County, New York

STATE OF: NEW YORK)

) SS:

County of: WESTCHESTER)

I, Lisa Walter Calicchia of the Town, Village, City of Yorktown Heights

in the County of Westchester and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of Giacorp Contracting Inc

the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established

commercial or selling agencies maintained by Giacorp Contracting Inc

Contractor Name

Subscribed and sworn to Lisa Walter Calicchia (*Name of Affiant*) President (*Title of Affiant*)

Signature of Affiant (in blue ink)

before me this 4th day of March, 20 24 *Affix Notary Seal or Stamp below*

Notary Public of

My commission expires:

Notary Signature:

CHEVON DEIERLEIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6209411
Qualified in Putnam County
Commission Expires JULY 27, 2025

This Affidavit must be completed by all Bidders

SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Installation of an Automated Gate at the WWTP

Bid No. 3.24

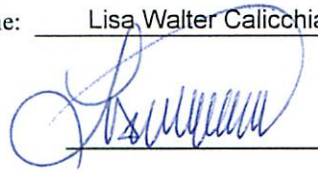
1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:

i. 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 Bidder/Proposer 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

ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision 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.

3 Name: Lisa Walter Calicchia Title: President

Signature: 

Date: 3/4/24 Company Name: Giacorp Contracting Inc

STATE OF: NEW YORK)

) SS:

County of: WESTCHESTER)

Subscribed and sworn to Lisa Walter Calicchia President

Name of Affiant *Title of Affiant*

before me this 4th day of March, 20 24 *Affix Notary Seal or Stamp below*

Notary Public of

My commission expires:

Notary Signature:

CHEVON DEIERLEIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6209411
Qualified in Putnam County
Commission Expires JULY 27, 2025

This Affidavit must be completed by all Bidders

RESOLUTION NO.: 49 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR PROFESSIONAL FINANCIAL SERVICES FOR A WATER AND SEWER RATE STUDY IN AN AMOUNT NOT TO EXCEED $78,000.00

WHEREAS, by Resolution No. 56-2020 of March 9, 2020, the City Council of the City of Newburgh approved a proposal and authorized the City Manager to execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a drinking water rate study in an amount not to exceed $42,980.00; and

WHEREAS, due to concerns about Washington Lake water quality, continued reliance on raw water from the Catskill Aqueduct purchased from New York City, and the uncertainty regarding cost reimbursement for raw water from the Catskill Aqueduct, along with legal costs associated with disputes regarding contamination, and associated property tax increases, the City intends to re-engage Raftelis Financial Consultants, Inc. as a qualified financial and rate consultant to evaluate the financial condition of the water system, forecast annual revenue needs, and provide water rate projections over a six-year planning horizon; and

WHEREAS, the City also intends to add a financial evaluation of the sewer rate system and received a proposal from Raftelis Financial Consultants, Inc. to develop a customized financial plan for the City's water and sewer systems from which the City will be able to monitor and project cash flows, revenues, revenue requirements, utility rate review and rate structure revision for the purposes of annual budgeting, capital planning and rate setting purposes; and

WHEREAS, funding for the water and sewer rate study in the amount of $78,000.00 will be derived from the 2024 Budget Lines G.1440.0448 and F.8330.0448; and

WHEREAS, this Council had determined that accepting the proposal and entering into a contract with Raftelis Financial Consultants, Inc. for professional financial services in connection with the development of a water and sewer rate study is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a water and sewer rate study in an amount not to exceed $78,000.00.

RAFTELIS

40 British American Boulevard, Latham, NY 12110
www.raftelis.com

March 11, 2024

Jason Morris, P.E.
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: Water & Sewer Rate Study Proposal

Dear Mr. Morris:

At your request, Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal to the City of Newburgh ("City") to complete a water & sewer rate study. This study will include designing and preparing a customized financial plan for the City's water and sewer systems, forecasting water and sewer rates sufficient to cover the projected revenue requirements under several scenarios, completing a regional rate comparison, and participating in meetings to present the study results and recommendations. A description of our proposed scope of work to meet the City's needs is provided herein.

Project Scope

Task 1. Water & Sewer Rate Lookback Analysis:

Raftelis will complete a look-back analysis of the City's water and sewer financial position and rate adjustments from FY 2020 through FY 2024 to assess the revenue and expense differences between the prior FY 2020 forecast for FY 2020 to FY 2024 and the actual results. This analysis will be completed to identify the differences in revenues and expenses between forecast and actuals and help identify the impact of the recent high-cost inflation due to the COVID-19 pandemic on water and sewer costs. The results of this analysis will document the gap that exists in the forecasted expenses that were included in the five-year rate plan and the actual historical expenses and associated structural imbalance.

Task 2. Develop a Water & Sewer Rate Forecast:

Raftelis will prepare a water and sewer rate forecast with projected annual rate increases for fiscal years FY 2025 through FY 2030. The rate forecast will provide a projected schedule of rates for both inside-city and outside-city customers. The rate forecast will be prepared using a customized utility financial planning model for the City's water system and sewer system that will aid in estimating water system and sewer system revenue requirements over the six-year forecast period.

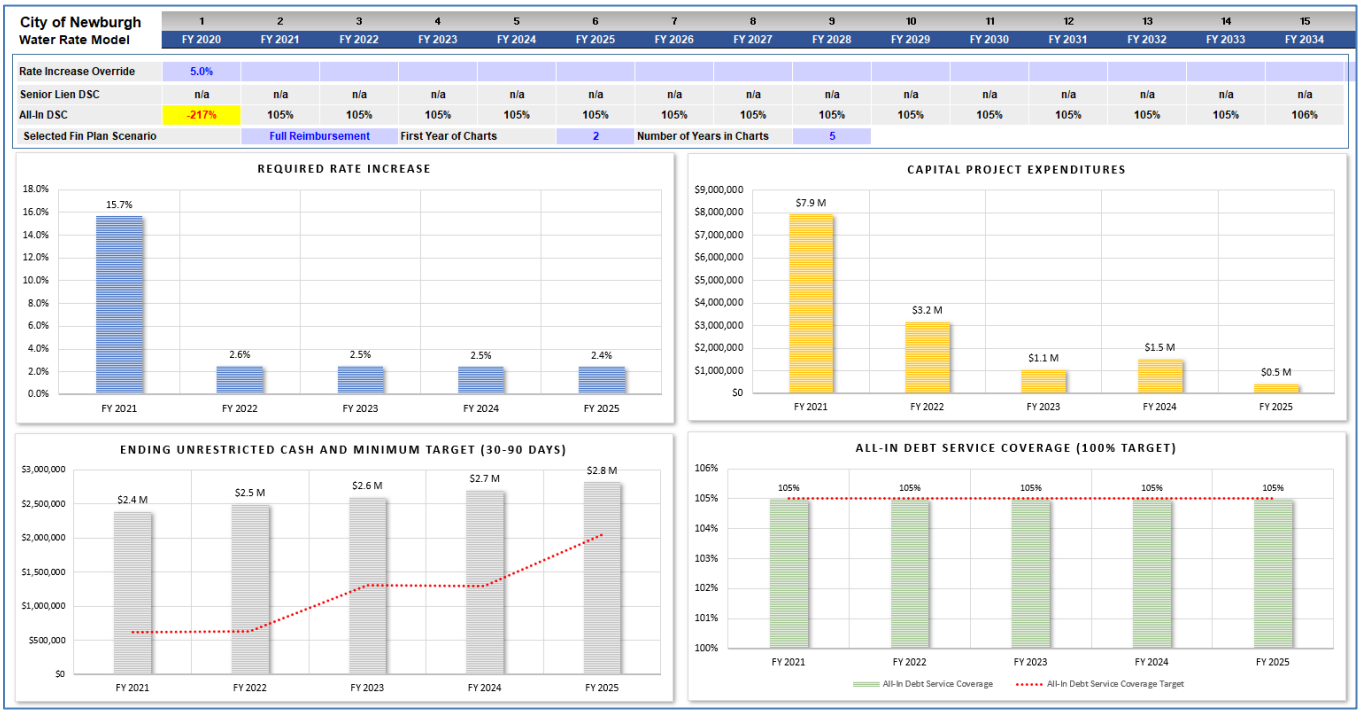
Revenue requirements will include, but may not be limited to, annual costs related to personnel, electricity, chemicals, materials and supplies, and other operating expenses, plus debt service and pay-as-you-go capital expenditures. We will rely on the City's three prior operating budgets for the water system to establish the base year for system revenues and expenses and forecast operating

expenses with input from City staff. In addition, we will review the latest capital plan (including related capital funding plans, if available) for information on future capital project costs.

As part of the development of a sound financial plan, we will review the City's existing fiscal policies related to cash reserve levels, debt service coverage, capital funding, etc. and assess the impact of these policies on the annual rate revenue needs. Based on our professional experience and industry knowledge, we can advise the City on these policies, if the City desires to modify them.

Under this task, we will use the financial model to calculate the rate revenue needs in each year of the forecast period to estimate the annual water and sewer rate adjustments that would be needed to generate sufficient revenues to cover the projected system costs in each year of the forecast period. The model will also include a customized dashboard highlighting forecasted rate adjustments, cash reserve levels, capital project expenditures, debt service coverage, and other important financial data. An example of a customized model dashboard is shown in Exhibit 1.

Exhibit 1. Example of Raftelis Interactive Financial Planning Model Dashboard



Raftelis will forecast annual rates for inside-city and outside-city customers under four scenarios. These scenarios are:

1. Assuming the City is fully reimbursed for Catskill Aqueduct source water and PFAS-related operating expenses;
2. Assuming no reimbursement for Catskill Aqueduct Water or PFAS-related operating expenses;

3. Assuming no reimbursement for Catskill Aqueduct Water, but reimbursement for PFAS-related expenses; and
4. Assuming reimbursement for Catskill Aqueduct Water, but no reimbursement for PFAS-related expenses.

In addition to these scenarios, Raftelis will prepare two rate options under scenario 1. One that raises rates to address the structural imbalance all at once in the first year, and a second option that phases the rate increases necessary to address the structural imbalance over the six-year rate plan. We will also analyze one additional scenario that assesses the rate impacts on Scenario 1 if the City were required to pay for the full replacement of lead service lines within the City, without outside funding, over the six-year financial plan.

Task 3. Rate Structure Review:

Raftelis will review the City's existing water and sewer rate structure to determine if the current billing approach conforms to the City's objectives and with common industry practices. Specifically, we will review the Facility Charge and the metered rates to and consider rate options that minimize fluctuations in these rates as annual debt service fluctuates from year to year. This may include analyzing modifications to the current approach of explicitly including only annual debt service using the facility charge and other expenses with the metered rates.

Based on an analysis of the rate structure, Raftelis will make recommendations for either maintaining the existing rate structure or modifying the structure to address the issue discussed above. In addition, if requested by the City, Raftelis will incorporate a residential customer low-income discount credit. Such a credit could be offered to residential customers that qualify for other subsidy programs, such as SNAP and LIHEAP. For this option, Raftelis will identify the potential cost of this program (i.e., reduction in revenues) that would need to be factored into the projected rates to help ensure that the City utility revenues are adequate to cover its costs.

Task 4. Rate, Rate Structure, and Cost Comparisons

Raftelis will complete a rate, rate structure and cost comparison with other Cities in the area. The comparisons will:

- Include comparing the typical residential and commercial/industrial bill for the City with up to six other municipalities in the region, such as the City of Kingston, Middletown, Port Jarvis, and Poughkeepsie.
- The bill comparison will include a comparison of the typical residential bill as a percentage of median household income and lowest quintile income.
- We will document the increases to the New York City upstate water rates over the last five years.
- We will document the water and sewer rate structures used by these municipalities with those used by the City.
- We will also gather and report on unit cost metrics for the City and other water and sewer service providers, such as distribution and collection maintenance staff per mile of pipe

managed and total utility staff per MGD of water produced and sewage processed, as data availability allows.

Task 5. Report and Presentations

Raftelis will document the results of the water and rate study in a brief rate study report similar to the previous report that was prepared for the City. This report will summarize the following:

a. Projection of annual revenue requirements and proposed rate adjustments over the forecast period in tabular format.
b. Major inputs and assumptions used to prepare the projected revenue requirements within the financial planning model.
c. Fiscal policies that were incorporated into the forecast along with supporting rationale.
d. Rate scenarios over the six year period between FY 2025 to FY 2030.
e. Comparison of current and projected water and sewer rates, rate structures, and unit costs with those of other water and sewer service providers in the region.

We will prepare a draft report for City review. Upon receipt of any comments or suggested edits to the report, we will prepare and provide the City with a final version of the report.

Raftelis will attend in-person meetings with City Council to present findings, explain results, provide example bills based on forecasted rates under the recommended rate structure, and answer questions related to the rate and financial projections. The presentation will include a short section on recent cost inflation and its impact on water and sewer utility costs. Such meetings with City Council may include regular meetings, special meetings, work sessions, and/or committee meetings. We will develop a presentation to summarize the results of the financial forecast and water rate projections. We will attend up to three City Council meetings to present and discuss the results of the rate study. These meetings are expected to take place between September and November of 2024 during the City's budget and rate adoption process.

Budget and Schedule

Raftelis proposes to complete this scope of work on a lump sum basis for $39,000 for the water rate study and $39,000 for the sewer rate study or for a total lump sum fee of $78,000 for both utilities. We will bill the City for percentage of the work completed on a monthly basis. Throughout the course of this project, Raftelis will keep the City informed of progress made in completing each of the tasks identified in this scope of work.

Raftelis understands that the City desires to have preliminary rate and rate increase recommendations for 2025 by July 2024 and have the study completed by September 2024. The ability to meet this schedule is dependent upon the date of the notice to proceed and the timely receipt of requested information from the City. However, we will make all reasonable efforts to meet the City's requested schedule.

Thank you for the opportunity to provide rate and financial consulting services to the City. If you need any additional information or have any questions regarding this proposal, please contact me at 518-391-8944.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.

John M. Mastracchio, CFA
Executive Vice President

CC:
Philip Sapone (Raftelis)

By signing below, the City accepts the scope of work detailed in this letter proposal. The City also agrees to pay Raftelis invoices for work completed within 30 days of receipt. If payment is not made within 30 days after delivery of the invoice, the City agrees that Raftelis may suspend performing further work until such time as payment of any and all invoices is brought current.

_____	_____
Signature	Date
_____	_____
Title	Name of Authorized Agent

EXTRACT OF MINUTES

Meeting of the City Council of the

City of Newburgh, in the

County of Orange, New York

March 25, 2024

* * *

A regular meeting of the City Council of the City of Newburgh, in the County of Orange, New York, was held at the City Hall, Newburgh, New York, on March 25, 2024, at _____ o'clock P.M. (Prevailing Time).

There were present: Hon. Torrance Harvey, Mayor; and

Councilpersons:

There were absent:

Also present: Lorene Vitek, City Clerk

* * *

_____ offered the following resolution and moved its adoption:

RESOLUTION NO. 50 - 2024

OF

MARCH 25, 2024

RESOLUTION OF THE CITY OF NEWBURGH, NEW YORK, ADOPTED MARCH 25, 2024, DETERMINING THAT THE NEW ESTIMATED MAXIMUM COST OF CERTAIN PORTIONS OF PHASE I THROUGH PHASE IV OF THE CITY'S LONG TERM CONTROL PLAN (THE "PROJECT") HERETOFORE AUTHORIZED PURSUANT TO THE BOND RESOLUTIONS DULY ADOPTED BY THE CITY COUNCIL ON FEBRUARY 22, 2016 AND APRIL 11, 2016 (COLLECTIVELY, THE "PRIOR BOND RESOLUTIONS") IS $16,750,000; FURTHER DETERMINING THAT GRANTS AND OTHER FUNDS IN THE AMOUNT OF APPROXIMATELY $4,560,000 HAVE BEEN OR ARE EXPECTED TO BE RECEIVED ON ACCOUNT OF SAID PROJECT AND SHALL BE APPLIED TO PAY A PORTION OF THE COST OF THE PROJECT AND FURTHER DETERMINING THAT THE PLAN OF FINANCING INCLUDES THE EXPENDITURE OF SAID GRANTS AND OTHER FUNDS TO PAY A PORTION OF THE COST OF THE PROJECT, THE ISSUANCE OF BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED $12,190,000 TO FINANCE THE BALANCE OF SAID COST AND THE LEVY AND COLLECTION OF TAXES UPON ALL THE TAXABLE REAL PROPERTY IN THE CITY TO PAY THE PRINCIPAL OF SAID BONDS AND THE INTEREST THEREON AS THE SAME SHALL BECOME DUE AND PAYABLE.

Recitals

WHEREAS, on February 22, 2016 and April 11, 2016, the City Council of the City of Newburgh (the "City"), in Orange County, New York, adopted bond resolutions stating that the estimated maximum cost of certain portions of Phase I through Phase IV of the City's Long Term Control Plan (the "Project") was $14,800,000 and authorizing bonds in a like principal amount to finance said estimated maximum cost;

WHEREAS, to date the City has financed and/or paid the cost of said Project through the issuance of notes as part of the Clean Water Revolving Loan Fund Program administered by the New York State Environmental Facilities Corporation ("EFC") and such grants and other funds;

WHEREAS, the City has received and/or expects to receive grants and other funds totaling approximately $4,560,000 from various sources to pay a portion of the estimated cost of the Project;

WHEREAS, the City has determined that estimated maximum cost of the Project is now $16,750,000; however, the increase in the estimated cost of the Project has or will be paid from the grants and other funds awarded to the City on account of the Project and will not require an increase in the amount of bonds authorized by the City in the Prior Bond Resolutions; and

WHEREAS, the City expects to issue bonds in the principal amount of not to exceed $12,190,000 to redeem the note issued to EFC and to provide additional funding for the Project during the summer of 2024.

Now, therefore, be it

RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWBURGH, IN ORANGE COUNTY, NEW YORK (by the favorable vote of not less than two-thirds of all members of said City Council) AS FOLLOWS:

Section 1. The City Council of the City of Newburgh (the "City"), in Orange County, New York, hereby determines that the estimated maximum cost of certain portions of Phase I through Phase IV of the City's Long Term Control Plan (the "Project"), including preliminary costs and costs incidental thereto and the financing thereof, all heretofore authorized

and approved by the City Council of the City pursuant to the bond resolutions adopted on February 22, 2016 and April 11, 2016 (the "Prior Bond Resolutions"), is now $16,750,000.

Section 2. The City Council of the City hereby further determines that grants and other funds in the amount of approximately $4,560,000 have been or are expected to be received from various sources and shall be applied to pay a portion of the cost of the Project.

Section 3. The City Council of the City further determines that the plan of financing includes the expenditure of grants and other funds received or expected to be received by the City in the amount of approximately $4,560,000 to pay a portion of the cost of the Project, the issuance of bonds of the City in the principal amount of not to exceed $12,190,000 to finance the balance of the cost of the Project and the levy and collection of taxes upon all the taxable real property in the City to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 4. The Director of Finance is hereby authorized to take any and all other actions necessary in connection with the issuance of the bonds with EFC and any matters required in furtherance of this resolution.

Section 5. This Resolution shall take effect immediately.

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

AYES:

NOES:

The resolution was declared adopted.

****

CERTIFICATE

I, LORENE VITEK, City Clerk of the City of Newburgh, in the County of Orange, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the City Council of said City of Newburgh duly called and held on March 25, 2024, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said City Council and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City of Newburgh this _____ day of March, 2024.

(SEAL)

_____
City Clerk

RESOLUTION NO.: _____51_____ - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND AT A COST OF $11,856.00

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms as the City's back up water supply; and

WHEREAS, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Browns Pond; and

WHEREAS, the cost for such professional services will be $11,856.00 and funding shall be derived from F.8389.0448.5022; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Browns Pond at a cost of $11,856.00.

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: City of Newburgh - Acct# N0074
SUBMITTED TO: Wayne Vradenburgh
CONTRACT EFFECTIVE DATE: May 1, 2024, through December 31, 2024
SUBMITTED BY: Camila Morao
SERVICES: Annual Maintenance Service Renewal

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **$11,856.00**. SOLitude shall invoice Customer the total of **$1,482.00 per month (May through December)** for the Services to be provided under this Agreement. The term of this agreement is for a period of eight (8) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.
The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

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by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent eight (8) month terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some

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fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

City of Newburgh

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

_____

_____

_____

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SCHEDULE A - SERVICES

Water Quality Sampling and Analysis

1. Water quality assessments are to be conducted at Brown's Pond throughout the season. Two (2) sampling stations will be established, a north station and a south station. All stations will be GPS-referenced.
2. Six (6) sampling events will be conducted in 2024: **May, June, July, August, September, and October**. All sampling will be conducted with a gas-powered motor boat.
3. At each station the following parameters will be measured on each date in situ:

Water Temperature	Dissolved Oxygen
pH	Water Clarity
Alkalinity	Total Hardness

4. In 2024, phycocyanin (a pigment produced by cyanobacteria) data will also be collected at both sites using a calibrated meter. At the deep-water station, a temperature/dissolved oxygen profile (2-foot intervals) will be performed. The following samples would be collected for analysis at a verified analytical laboratory:

Total Phosphorus	Total Nitrogen
Nitrate	Total Suspended Solids
Chlorophyll A	Conductivity

5. Results of the tests will be emailed two to three (2-3) weeks after field collection.

Phytoplankton Analysis:

1. Phytoplankton samples will be collected at each station on all sampling dates. Samples will be sand filtered and microscopically identified to genus level (natural units/ml), and enumeration will be performed at a SOLitude lab in Washington, NJ. Phytoplankton results will be provided with forty-eight (48) hours of collection.
2. Samples will be collected by the client (a week after the sampling event) and mailed overnight to SOLitude's lab for analysis during the following months: **May, June, July, August, September, October, November, and December**. Samples should be collected in 1-liter plastic jars, labeled with proper identification, and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample.
3. Additional Phytoplankton testing and treatments if needed outside of the above scope of work are available and outlined on the additional separate Task Contract.

Microcystin Testing:

1. A water sample will be collected during each sampling event to measure for the algal toxin Microcystin, utilizing the Abraxis Algal Toxin Test Strip Kit. Results will be reported with twenty-four (24) hours of collection.

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Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
    a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

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quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

RESOLUTION NO.: _____52_____ - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR ALGAE TREATMENT AT BROWNS POND

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

WHEREAS, the funding for such services shall be derived from F.8389.0448.5022; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Browns Pond.

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: City of Newburgh - Acct# N0074
SUBMITTED TO: Wayne Vradenburgh
CONTRACT DATE: February 28, 2024
SUBMITTED BY: Camila Morao
SERVICES: As Needed Treatment for Browns Pond

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The total fee for the Services is **$3,478.00 per treatment**. **Price is valid for 60 days from the contract date.** SOLitude shall invoice the Customer following completion of each Task Service.

Task 1: Copper Sulfate Treatment	$3,478.00	As Needed

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

City of Newburgh

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

_____

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SCHEDULE A - SERVICES

Treatment at Browns Pond:

1. Reservoir will be inspected/ treated on an on-call basis
2. Algae found in the lake during each inspection will be treated using Copper Sulfate (.3PPM under 6').
3. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment posting upon expiration.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
    a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

RESOLUTION NO.: _____53_____ - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR ALGAE TREATMENT AT LOCKWOOD BASIN

WHEREAS, the City of Newburgh needs to monitor water quality at Lockwood Basin for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

WHEREAS, the funding for such services shall be derived from F.8389.0448.5022; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Lockwood Basin.

SŌLITUDE
LAKE MANAGEMENT

SERVICES CONTRACT

CUSTOMER NAME: City of Newburgh - Acct# N0074
SUBMITTED TO: Wayne Vradenburgh
CONTRACT DATE: February 28, 2024
SUBMITTED BY: Camila Morao
SERVICES: Two (2) Treatments for Lockwood Basin

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The total fee for the Services is **$10,800.00**. **Price is valid for 60 days from the contract date.** SOLitude shall invoice the Customer following completion of each Task Service.

Task 1: Permit	$800.00	April
Task 2: Initial Aquathol K Treatment (up to 7 acres at 1.5 PPM)	$4,500.00	Mid-Late May
Task 3: Follow up Aquathol K treatment (up to 7 acres at 1.5 PPM)	$4,500.00	June
Task 4: Post-treatment Survey	$1,000.00	August/September

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.
Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.
While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

City of Newburgh

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

_____

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SCHEDULE A - SERVICES

Treatment at Lockwood Basin:

1. Solitude will complete NYS DEC permitting requirements
2. Pond will be treated in **Mid-Late May** based on temperature using Aquathol K. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment posting upon expiration.
3. A follow up treatment may be needed in **June** using Aquathol K. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment posting upon expiration.
4. Post-treatment survey will be conducted in **August/September**

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
    a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
    b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
    c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
    d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
    a. Providing information required for the permit application process upon request.
    b. Providing Certified Abutters List for abutter notification where required.
    c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
    d. Compliance with any other special requirements or conditions required by the local municipality.
    e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

RESOLUTION NO.: 54-2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO MOUNT SAINT MARY COLLEGE TO THE PREMISES KNOWN AS 112 CLINTON STREET (SECTION 11, BLOCK 4, LOT 11)

WHEREAS, on February 3, 2002, the City of Newburgh conveyed property located at 112 Clinton Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 11, Block 4, Lot 11, to Mount Saint Mary College; and

WHEREAS, the attorney for the current owners, Adam Shapiro and Sandra Terkovich-Shapiro, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate a sale of the property; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 112 Clinton Street, Section 11, Block 4, Lot 11, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 3, 2002, from THE CITY OF NEWBURGH to MOUNT SAINT MARY COLLEGE, recorded in the Orange County Clerk's Office on February 11, 2003, in Liber 6225, Page 101 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2024

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2024

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: 55 - 2024

OF

MARCH 25, 2024

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 586 SOUTH STREET (SECTION 6, BLOCK 6, LOT 70.1) AT PRIVATE SALE TO PATRICIO SANCHEZ FOR THE AMOUNT OF $139,900.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 586 South Street, being more accurately described as Section 6, Block 6, Lot 70.1 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before June 24, 2024, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
586 South Street	6 – 6 – 70.1	Patricio Sanchez	$139,900.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale
586 South Street, City of Newburgh
(SBL: 6-6-70.1)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, the parcel shall be defined by its section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2023-2024**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2023-2024**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 36 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the ten (10) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
19. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$20,985.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Patricio Sanchez

RESOLUTION NO.: 56 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH FOR THE SUMMER OF 2024

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 16 youth participants for in the Department of Planning and Development, Department of Public Works, Recreation Department and the Code Compliance Bureau; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2024.

RESOLUTION NO.: 57 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE CATHEDRAL AT THE HOUSE F/K/A HOUSE OF REFUGE TO ALLOW USE OF CITY OWNED PROPERTY LOCATED AT 140 BROADWAY FOR THE HEALTHY ORANGE FARMERS MARKET

WHEREAS, the City of Newburgh is the owner of several parcels of real property located at 132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway"; and

WHEREAS, the Healthy Orange Farmers Market f/k/a Tuesday Farm Market has been held at 140 Broadway since 2012 and provides the following benefits:

1. To provide greater visibility to attract more buyers and vendors;
2. To promote positive activity on Broadway; and
3. To provide more space for Orange County agencies to provide information and conduct demonstrations for the community; and

WHEREAS, holding the Healthy Orange Farmers Market at 140 Broadway requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with The Cathedral at The House to allow access to and use of several City-owned properties for the purpose of holding the Healthy Orange Farmers Market.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, 2024, by and between The Cathedral at The House f/k/a HOUSE OF REFUGE, with offices at 131 Broadway, Newburgh, New York 12550 as "LICENSEE; and the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR";

WITNESSETH THAT:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises of Licensor and in substantially the location and position shown as set forth on the map or plan hereto attached and made a part hereof and bearing the following address:

132, 136, 138, 140, 140A, 144, 146 and 148 Broadway; 6, 10, 12, 16 and 18 Johnston Street; and 6, 8 and 10 Lander Street, and more accurately described on the official tax map of the City of Newburgh as Section 30, Block 3, Lot(s) 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37 and 38, City of Newburgh, New York, hereinafter collectively referred to as "140 Broadway".

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License. Licensor hereby gives to Licensee, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at 140 Broadway, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, tables, chairs and other materials as may be necessary; for the purposes of hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies on property owned by Licensor. No permanent improvements may be erected on the premises.

Section 2. Scope of License. Use of and access to the 140 Broadway is limited to hosting a farmer's market, including but not limited to the sale of farm products, produce and other general information and demonstrations by Orange County agencies. Licensee agrees to use and maintain said facilities in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby and subject to the following conditions:

a. Farmer's Market Hours of Operation: 10:00 am to 2:00 pm.
b. Parking: the parking spaces located on the north side of Broadway between Lander Street and Johnston Street during set up and clean up and hours of operation of the farmer's market.

c. Grilling is prohibited within or near tents and must be at least 25 feet from commercial structures (or 3 family or above).
d. Grilling is prohibited on the public sidewalk.
e. At all times there must be either an extinguisher, hose, or other source of water to extinguish the flames/fire when grilling activities are completed for the day.

Section 3. Licensor acknowledges that the use of the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the Licensee granted hereunder.

Section 4. Defense, Indemnity, and Insurance. Licensee hereby agrees to defend, indemnify and hold Licensor harmless against any claims, actions and proceedings brought against Licensor arising out of, in connection with and/or relating to Licensee's use of the premises. Licensee has posted evidence of and shall maintain throughout the term of this License public liability insurance naming the Licensor as additional insured in a minimum coverage amount of One Million ($1,000,000.00) Dollars.

Section 5. Term. This Agreement and the license or privilege term shall commence on June 1, 2024 and shall expire without further notice to either party to the other at 11:59 pm to October 31, 2024.

Section 6. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 7. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 5, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

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WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
TODD VENNING, City Manager
Per Resolution No.:

THE CATHEDRAL AT THE HOUSE
F/K/A HOUSE OF REFUGE
LICENSEE

By: _____
BISHOP JEFFREY WOODY

Approved as to Form:

_____
JANICE GASTON
City Comptroller

Approved as to Form:

_____
MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 58 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH NUTOPIA 40-42 CITY TERRACE LLC TO ALLOW ACCESS TO CITY-OWNED PROPERTY KNOWN AS 49 DUBOIS STREET (SECTION 29, BLOCK 5, LOT 11) FOR ACCESS AND EQUIPMENT STAGING RELATED TO DEMOLITION OPERATIONS AT PROPERTY LOCATED AT 47 DUBOIS STREET (SECTION 29, BLOCK 5, LOT 12)

WHEREAS, Nutopia 40-42 City Terrace LLC (by Michael Mamiye, Managing Member) has requested access to a portion of City-owned property known as 49 Dubois Street, being more accurately described as Section 29, Block 5, Lot 11 on the official tax map of the City of Newburgh, for the purpose of staging equipment, tools, machinery and other materials for demolition operations at the property known as 47 Dubois Street (Section 29, Block 5, Lot 12); and

WHEREAS, such access to the City-owned property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Nutopia 40-42 City Terrace LLC to allow access to City-owned property located at 49 Dubois Street for the purpose of staging equipment, tools, machinery and other materials for demolition operations at the property known as 47 Dubois Street.

LICENSE AND ACCESS, STAGING AND STORAGE AGREEMENT

This License and Access, Staging and Storage Agreement ("Agreement") is entered into this ____ day of _____, 2024 (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and Nutopia 40-42 City Terrace LLC, a domestic limited liability company duly organized and existing under the laws of the State of New York, having a principal place of business at 2014 E. 4th Street, Brooklyn, New York 11223, and where Licensor and Licensee are collectively referred to herein as the "Parties".

WHEREAS, the Licensee is the owner of property known as 47 Dubois Street, Newburgh, New York (Section 29, Block 5, Lot 12); and

WHEREAS, the Licensee, including its contractors or agents, proposes to perform demolition operations under permit(s) duly authorized and issued by the City of Newburgh at 47 Dubois (hereafter "Property"); and

WHEREAS, for the purpose of conducting such construction operations, Licensee requests access across City-owned property known as 49 Dubois Street, Newburgh, New York (Section 29, Block 5, Lot 11) (hereafter "City Property"), as well as the ability to store and stage materials, and the City agrees to provide such access, staging and storage rights to the Licensee on the City Property, subject to the conditions provided below, to allow the Licensee to perform its construction operations at the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access, Staging and Storage. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use the City Property for the purpose of accessing the Property, and for storing and staging equipment and materials related to Licensee's demolition operations on the Property (the "Right of Access, Staging and Storage"). Licensee's Right of Access, Staging and Storage applies to Licensee's employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access, Staging and Storage does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.

2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than 6 months from the Execution Date, unless modified by the Parties as set forth in Section 11 of this Agreement.

3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, (a) storing and staging equipment and materials related to Licensee's demolition operations at the Property in connection with Permit Number 2024-00252.

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4. Conditions of Access.

4.1. Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to City-owned infrastructure, including but not limited to water, sewer, electrical, and communication utilities. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.

4.2. Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section 139-10 Time of Operations, unless otherwise authorized in advance by Licensor in writing.

4.3. Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure.

4.4. Release of Liability for Environmental Contamination. Licensee shall release the Licensor of any responsibility for environmental contamination that Licensee may cause during construction operations on City Property. Furthermore, Licensee agrees to comply with all current environmental regulations and agrees in general to follow all best management practices while operating on the City Property.

4.5. Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for any utility markouts on City Property, if applicable. Licensee further represents that it will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.

4.6. Construction Performance Bond. Licensee shall furnish Licensor with a performance bond, in an amount of $10,000.00, which shall guarantee complete compliance by Licensee with the terms and conditions of this Agreement and the faithful performance of all required obligations. Bonds may be in the form of surety bond, cash, cashier's check, or letter of credit. Surety bonds must be written by a surety company authorized to do business in the State of New York. Bonds will be retained for 120 days after Licensee's notice of the earlier of: (a) completion of Activities; or (b) the expiration of the Term as defined in Section 2. Letter(s) of credit are acceptable provided that it is payable "on demand" by the City.

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4.7. Approval of Plans. Not applicable.

4.8. Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project. Any soil disturbances and embankment slopes shall be restored and stabilized.

4.9. Special Considerations Specific to License.

4.9.1. Contractor shall obtain dumpster permit(s) from Licensee pursuant to a separate dumpster permit application to the Department of Public Works.

5. Insurance and Bond.

5.1. Licensee shall not permit any contactor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensor.

5.2. Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than $1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than $2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensor and shall also name the Licensor as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

5.4. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors and consultants shall provide and maintain insurances as required by this Section and include the City of Newburgh as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

5.5. Licensor shall require Licensee to furnish a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of this License, including but not limited to restoration efforts contemplated in Section 4.8. Licensor shall have the exclusive right to determine the type and amount of security.

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6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the City Property.

7. Representations.

   7.1. Licensor.

      7.1.1. In consideration of the commitments and obligations made by the Parties in this Agreement, Licensor represents that it has received payment in the amount of one dollar ($1.00) as of the Execution Date.

      7.1.2. Licensor represents that it has the power and authority to grant the License and Right of Access, Staging and Storage described in this Agreement. Licensor further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors and consultants that may be contracted by the Licensor to perform any future maintenance or infrastructure work on the City Property, so as to avoid or minimize interference with the Project.

      7.1.3. Licensor represents and ensures that Licensee will have access to cross over the City Property and stage and store equipment in designated equipment staging and storage areas on the City Property, which area is shown in Exhibit A, for the purposes set forth in this Agreement. In no case shall any equipment or material block access to any infrastructure (i.e. manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensor.

   7.2. Licensee.

      7.2.1. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has fully executed access agreements over all other lands as necessary to gain access to the City Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Assignment and Delegation. Licensee may delegate some, or all, of its duties under this Agreement to its contractor, Beam Enterprises Inc., a domestic corporation, having an address of 3 Contorino Way, Building 2, Suite B, Chester, New York 10918. Notwithstanding the above, Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor.

9. Sale, Lease, or Other Conveyance of City Property. Licensor agrees that if any portion of Licensor's right, title, or interest in any portion of the City Property is sold, leased, or conveyed, that Licensee's Right of Access, Staging and Storage and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licensor agrees that Licensee's Right of Access, Staging and Storage shall be binding upon all subsequent owners. If, for any reason, Licensor fails to include Licensee's Right of Access, Staging and Storage in a subsequent sale,

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lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.

10. Indemnity. Licensee agrees to indemnify and hold harmless the Licensor from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as "claims") which may be incurred or awarded against the Licensor or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licensor or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licensor for its concurrence. Licensor agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licensor or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.

11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.

12. Termination. Licensor may terminate this Agreement for cause at any time with 10 days' written notice to Licensee. If Licensor exercises its right to terminate, Licensor agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.

13. General Provisions.

    13.1. Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.

    13.2. Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

    13.3. Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

    13.4. Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

DRAFT

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Todd Venning, City Manager
Per Resolution No.:

NUTOPIA 40-42 CITY TERRACE LLC
LICENSEE

By: _____
Name: Michael Mamiye
Title: Managing Member

Approved as to form:

_____
MICHELLE KELSON, Corporation Counsel

_____
JANICE GASTON, City Comptroller

DRAFT

CITY OF NEWBURGH
BUILDING INSPECTOR'S OFFICE

(845) 569-7400 TELEFAX: (845) 569-0096

DEMOLITION

PERMIT

2024-00252

This document certifies that a Building Permit has been issued by the City of Newburgh Building Inspector Office for work to be performed at the address listed below.

Location: 47 Dubois St
Section, Block, Lot: 29-5-12

Owner:Nutopia 47 City Terrace LLC
1385 Broadway
New York , NY 10018

Contractor:Beam Enterprises
3 Contorino Way
Chester, Ny 10918

This Permit is issued for the following work to be performed:
1) Demolition of structure on the premises and removal of debris; 2) Termination of water and sewer utilities at the main. 3) Confirm with central Hudson termination of gas and electric. 4) Grade and level the vacant land after demolition. Approved 3/11/24; FJ

Authorized By:

Code Compliance Supervisor

Date: 03/11/2024
This Document Must be conspicuously Posted On The Premises.

Expiration Date: 09/07/2024

RESOLUTION NO.: _____59_____ - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE POLICE COMMISSIONER OR POLICE CHIEF, AS MANAGER'S DESIGNEE, TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF MARCH 10, 2024 TO JANUARY 1, 2025 AND TO ACCEPT AN AWARD NOT TO EXCEED $3,394.00 FOR THE FIRST ENFORCEMENT PERIOD OF 2024 (MARCH 10, 2024 – JUNE 1, 2024)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 10, 2024 and ending January 1, 2025; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 10, 2024 through June 1, 2024, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 1, 2024 through September 4, 2024, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – November 11, 2024 through January 1, 2025, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed $3,394.00; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2024 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager or the Police Commissioner or Police Chief, as Manager's designee, be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period March 10, 2024 through January 1, 2025 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed $3,394.00 for the First Enforcement Period of 2024 (March 10, 2024 through June 1, 2024); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager, or the Police Commissioner or Police Chief as Manager's designee, be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 1, 2024 through September 4, 2024) and Third Enforcement Period (November 11, 2024 through January 1, 2025) covered by the 2024 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.

RESOLUTION NO.: ____60____ - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION IN THE AMOUNT OF $837,969.00 WITH A CITY MATCH OF 25% FOR SALARY AND BENEFITS FOR ALL GIVE FUNDED POSITIONS FOR THE PERIOD JULY 1, 2024 TO JUNE 30, 2025

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in the amount of $837,969.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the City of Newburgh for Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position, a field intelligence officer position, a Sergeant and 2 full time Detectives and fund an Anti-Violence Coordinator Contract; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in the amount of $837,969.00 with a 25% City match required for New York State Fiscal Year beginning July 1, 2024 and ending June 30, 2025, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 61 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MOLLIE ZARZYCKI FOR PROFESSIONAL SERVICES RELATED TO GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") X GRANT COMPLIANCE

WHEREAS, by Resolution No. 118-2023 of June 12, 2023, the City Council accepted a New York State Department of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") X program grant award for New York State Fiscal Year beginning July 1, 2023 and ending June 30, 2024; and

WHEREAS, the GIVE X grant program requires all agencies currently receiving funding under for non-fatal shooting investigations must complete coding of historical non-fatal shooting cases by April 26, 2024 in order to receive funding for GIVE XI; and

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Mollie Zarzycki, a certified crime analyst, to provide professional services to the Police Department to ensure compliance with the coding requirements of the GIVE X grant program to ensure continued eligibility for GIVE XI funding; and

WHEREAS, the cost of these services will not exceed $9,804.00 and will derived from CG3120.0455.3303.2024; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Mollie Zarzycki at a cost not to exceed $9,804.00 for professional services related to maintaining compliance with New York State Department of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") X program grant award for New York State Fiscal Year beginning July 1, 2023 and ending June 30, 2024.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **MOLLIE ZARZYCKI**, an individual with an address of _____, _____, New York _____ hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of the CITY and shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning March 26, 2024, and ending April 30, 2024.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of $9,804.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR 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. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, 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 CITY, nor any person whose salary is payable, in whole or in part, by the CITY, 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 Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'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 Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other

bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY 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 CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY 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 CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

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

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or

after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

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

THE CITY OF NEWBURGH	VENDOR
BY: _____	BY: _____
TODD VENNING	MOLLIE ZARZYCKI
CITY MANAGER	TITLE:
Per Resolution No.:	
DATE: _____	DATE: _____

APPROVED AS TO FORM:

_____
Michelle Kelson
Corporation Counsel

_____
Janice Gaston
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

Objective:
To assist the City of Newburgh Police Department comply with the requirements of the Gun Involved Violence Elimination (GIVE) X grant program. All agencies currently receiving funding under GIVE X for non-fatal shooting investigations are required to complete coding of historical non-fatal shooting cases by April 26, 2024 in order to receive funding for GIVE XI.

Scope of Services:
Vendor will complete coding the City of Newburgh Police Department's remaining 57 historical non-fatal shooting cases by April 26, 2024 in accordance with the GIVE X grant requirements.

> The coding process encompasses collecting detailed information on each incident (location, time of day, etc.), persons involved (witnesses, victims, family members, suspects, others), investigative activities (initial canvass, subpoena, phone calls, etc.), and all the pieces of evidence that emerged from those activities. The purpose of such detailed coding is to allow DCJS to analyze the different investigative approaches to nonfatal shooting investigations across jurisdictions so that they can better identify best practices for those investigations going forward.
>
> The coding analyst affiliated with the GIVE X nonfatal shooting initiative codes all available information on assigned historical NFS cases (dating from April 2021-June 2023), and all information pertaining to contemporary NFS investigations until the end of the GIVE period in 2024. The analyst must be able to access all of the required materials and data (including record management systems data, detective notes, case management system data) in order to complete the database as thoroughly as possible. Their efforts are supported by technical assistance from the John Finn Institute, and their work is subject to review by analysts at the John Finn Institute. They are required to review all instructive materials provided by the Finn Institute (including a TA video), and will be asked to make edits to data that is incorrect, incomplete, or uninterpretable after periodic reviews of their coded data.

Estimated completion of each case is approximately 4 hours.

Timeline:
Immediate until April 26, 2024 which is the grant coding deadline.

SCHEDULE B

FEES AND EXPENSES

The Vendor, will be compensated at a rate of $43.00 per hour for 228 hours in total amount not to exceed $9,804.00.

RESOLUTION NO.: 62 - 2024

OF

MARCH 25, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DAVEY RESOURCE GROUP, INC. FOR THE AMOUNT OF $2,729.16 FOR TREE INVENTORY SOFTWARE SERVICES

WHEREAS, the City of Newburgh Conservation Advisory Council is authorized to advise and make recommendations for the planting of new trees, pruning and removal of trees, the type and kind of trees to be planted and to implement a Tree Maintenance Program; and

WHEREAS, Davey Resource Group, Inc. offers a cloud-based map-centric software service for tree inventory data management; and

WHEREAS, the City of Newburgh Conservation Advisory Council has requested that the City of Newburgh authorize the City Manager to execute an agreement with Davey Resource Group, Inc. for tree inventory software services; and

WHEREAS, the cost for the subscription service is $2,729.16 for the period December 1, 2023 thru December 31, 2024, with such funding being derived from A.7129.0453.0001 – Dues and Subscriptions; and

WHEREAS, the City Council finds that entering into such a contract with Davey Resources Group, Inc. for the tree inventory data management software services is in the best interests of the City of Newburgh:

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with Davey Resources Group, Inc. to provide a software service subscription for tree inventory data management.

Software as a Service Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of this 19th day of December 2023 (the "**Effective Date**"), is by and between Davey Resource Group, Inc., a Delaware corporation with offices located at 295 South Water Street, Kent, OH 44240 ("**Provider**"), and The City of Newburgh, a state of New York municipality with offices located at 123 Grand Street, Newburgh, NY 12550("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services (defined below) to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

(b) "**Confidential Information**" means information about or relating to the Disclosing Party or the Disclosing Party's Affiliates or their respective products, inventions (whether patentable or not), trade secrets, know-how, software, confidential Intellectual Property, specimens, data, samples, plans, designs methods, processes, test results or reports, marketing or pricing activities or plans, costs or profits, and/or any other information or materials and that is not generally known to the public, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and whether or not such items would be considered trade secrets under applicable law.

(c) "**Customer Data**" means information, data, and other content, in any form or medium that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services. Customer Data may include data provided by Customer through the Services, such as Tree Site Data, Work History Data, Call History Data, and/or Caller Information.

(d) "**Disclosing Party**" means the Party disclosing or making available an item of Confidential Information or with respect to which an item of Confidential Information is about or relates.

(e) "**Documentation**" means Provider's material, including without limitation online user guides relating to the Services provided by Provider to Customer either electronically through an online support portal or in hard copy form/end user documentation relating to the Services available at https://daveyresourcegroup.atlassian.net/wiki/spaces/TKS/overview

(f) **"Downloadable Components"** means any downloadable tools, modules, components, or other software that Provider makes available for download specifically for purposes of facilitating access to, operation of, or use with the Services, and any updates Provider may make available to such software from time-to-time.

(g) "**Provider IP**" means the Services, the Documentation, the Downloadable Components, and any and all Intellectual Property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data.

(h) **"Intellectual Property"** means any and all registered and unregistered throughout the world (i) patents, patent applications, patent disclosures and related improvements, including without limitation all provisionals, nonprovisionals, utilities, continuations, divisionals, continuations-in-part, reexaminations, reissues designs, and utility models with all renewals and extensions thereof (ii) trademarks, service marks, trade dress, logos, trade names, , corporate names, URLs, Internet domain names, and second-level domain names, along with any associated goodwill, (iii) copyrights and copyrightable works, software, including any derivative works (iv) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, software, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information), (v) social media, (vi) registrations and applications to register any of the foregoing, if applicable, and (vii) rights to sue with respect to past and future infringements of any of the foregoing.

(i) "**Receiving Party**" means the Party receiving any item of Confidential Information from or with respect to the Disclosing Party.

(j) "**Services**" means the software-as-a-service offering described in **Exhibit A** and any Documentation.

2. Access and Use.

(a) Provision of Access. Provider hereby grants Customer a non-exclusive, nontransferable, nonsublicensable, limited (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services within five (5) days following the Effective Date. This Agreement is binding on all Authorized Users, and Customer shall ensure compliance of all the terms and conditions herein by its Authorized Users.

(b) Downloadable Components and Documentation License. Provider hereby grants to Customer a non-exclusive, revocable, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use of the Downloadable Components, in object code format only, and the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Specifications. Customer shall ensure that its network and systems comply with the relevant specifications provided by Provider from time to time and shall provide Provider with information as may be required by Provider in order to provide the Services. Customer is responsible for obtaining, maintaining, and supporting all Internet access, computer hardware, and other equipment, products and services needed for it to utilize the Services, including but not limited to keeping any third party license in good standing. In the event Customer fails to obtain, maintain and support the necessary access to use the Services, Customer acknowledges and agrees that it may lose access to the Services. In the event Customer does not provide the information, licenses and other such information as set forth herein then Provider shall not be deemed to be in breach of this Agreement. Customer will determine the access controls for its authorized users and will be responsible for activity occurring under Customer's account, including compliance with this Agreement. Customer agrees to: (i) timely (within thirty (30) days of any change) maintain the accuracy and completeness of information provided to Provider, and (ii) notify Provider immediately of any unauthorized use of Customer's account or any other known breach of security.

(d) Scheduled Downtime and Outages. Provider shall notify Customer at least 24 hours in advance of all scheduled outages of the Services in whole or in part ("Scheduled Downtime"). Provider shall use commercially reasonable efforts for Scheduled Downtime in a manner that is of minimum interruption to Customer. In the event of a service failure where the Services are unaccessible, Provider shall resolve the service failure within seventy-two (72) hours. If the service failure is not resolved in seventy-two (72) hours, as determined by Provider, Provider shall extend the Term of this Agreement by the equivalent amount of days of the service failure. This Section 2(d) sets forth Provider's sole obligation and liability and Customer's sole remedy for any service failure.

(e) Use Restrictions. Customer shall not use the Services or the Downloadable Components for any purposes beyond the scope of the access granted in this Agreement. Customer shall be responsible for Authorized Users' adherence to the terms and conditions set forth in this Agreement, and shall not permit any Authorized Users at any time to directly or indirectly: (i) copy, modify, or create derivative works of the Services, Downloadable Components, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, Downloadable Components, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services or Downloadable Components, in whole or in part; (iv) remove any proprietary notices from the Services, Downloadable Components, or Documentation; (v) remove and/or alter any trademark, logo, copyright and/or other proprietary and/or confidentiality notices, legends symbols and/or labels on and/or in the Services made available by Provider hereunder; (vi) merge any Services or Downloadable Components and/or any portion thereof with any other program and/or materials; (vii) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Services, Provider's business operations and/or other customers; and/or (viii) permit any other person and/or entity to engage in any of the foregoing conduct.

3. Service Levels and Support. Provider shall make the Services available in accordance with subscription Term and training and support services set out in **Exhibit A**. The access rights granted hereunder entitles Customer to the support services described on **Exhibit A** for the applicable period commencing on the Effective Date under this Agreement.

4. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") set forth in **Exhibit A**. Provider shall invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in **Exhibit A**. Customer shall pay all invoices upon receipt. Customer shall make all payments hereunder in US dollars, which shall be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

(b) Payment Disputes. Customer may withhold from payment any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies Provider of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (iii) works with Provider in good faith to promptly resolve the dispute; and (iv) promptly pays any amount determined to be payable by resolution of the dispute. Provider shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of any Fees in accordance with this Section 4(b).

(c) Expenses. Customer shall promptly reimburse Provider for any out-of-pocket expenses reasonably incurred in connection with the provision of Services and related services including without limitation the delivery, installation, support, and/or configuration of any Services, training or support at Customer's location and/or facilities. Provider shall use commercially reasonable efforts to provide Customer with estimates for such expenses, and when practicable, provide such estimates on **Exhibit A**.

(d) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind, as applicable, imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5. Confidentiality.

(a) Confidential Information. Except as expressly permitted under this Agreement, or as otherwise permitted in writing by the Disclosing Party, neither the Receiving Party, any Affiliate of the Receiving Party or any officer, director, manager, employee or agent of either the Receiving Party or any Affiliate of the Receiving Party (the "Related Parties") will (a) disclose to any person all or any part of any Confidential Information, (b) act unreasonably or fail to act reasonably so as to impair the confidential or proprietary nature of any Confidential Information, or (c) use all or, any part of any Confidential Information for any purpose whatsoever other than performing the Receiving Party's rights and obligations under this Agreement. The Receiving Party will be responsible to the Disclosing Party for any breach by a Related Party of its

obligations under this Section 5.1.

The Confidential Information may be given to and used by Related Parties solely for performing the Receiving Party's rights and obligations under this Agreement. The Receiving Party will take all such actions as are reasonably necessary to ensure that each Related Party having access to any Confidential Information does not disclose, use, act or fail to act as required by this Article 5, and Receiving Party will be liable to the Disclosing Party for any breach of these obligations by the Related Parties.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own Confidential Information of a similar nature, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information under this Agreement shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Receiving Party or any of its Related Parties.

(b) Limitations on Application of Confidentiality Obligations. Notwithstanding anything to the contrary, "Confidential Information" will not mean information that (i) is in the public domain at the time of its disclosure to the Receiving Party, (ii) goes into the public domain after disclosure to the Receiving Party through no breach of any obligation of confidentiality to the Disclosing Party or any third person by the Receiving Party or any Related Party, (iii) is disclosed to the Receiving Party by a third party who is under no obligation of confidentiality to the Disclosing Party, (iv) is already known to the Receiving Party at the time of disclosure to the Receiving Party as evidenced by written documentation, (v) is independently developed by the Receiving Party without using Confidential Information of the Disclosing Party as evidenced by written documentation, or (vi) is required to be disclosed by the Receiving Party pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"); provided, however, that prior to making any disclosure pursuant to a Legal Order, Receiving Party shall (unless legally prohibited) provide Disclosing Party with (i) prompt written notice of such requirement so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy and (ii) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance, Receiving Party remains subject to a Legal Order to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, such Legal Order specifically requires Receiving Party to disclose and, upon Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. A Party disclosing Intellectual Property pursuant to this Section 5 will remain the exclusive owner of such Intellectual Property and the disclosure will not be considered a license with respect to such disclosed Intellectual Property.

(c) Methods of Disclosure. Confidential Information disclosed under Section 5, will be

disclosed by each Party to the other Party in any and all ways reasonably acceptable to the Receiving Party and appropriate for the Intellectual Property that is subject to disclosure. Confidential Information that is in or has been reduced to tangible or written form will be disclosed in such form to the Receiving Party. Confidential Information that may be disclosed only by visual observation or teaching will be disclosed by demonstrating it or teaching it to technically competent representatives of the Receiving Party. Any meetings or visits at which demonstration or teaching of Confidential Information or Intellectual Property is to occur will be at mutually agreeable times and places. All such disclosures shall remain subject to the confidentiality provisions herein and any other non-disclosure agreement entered into by the Parties.

(d) Unauthorized Access to Confidential Information. In the event any Confidential Information provided to the Receiving Party is accessed by a third party who is not authorized to receive such information under this Agreement, the Receiving Party shall promptly notify the Disclosing Party of the events and circumstances involving such unauthorized access and provide a summary of the Confidential Information that was improperly accessed, the remedial actions it plans to take and will (to the extent legally permitted) reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure in breach of this Agreement.

6. Intellectual Property Ownership.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns and shall retain all right, title, and interest, including all Intellectual Property rights, in and to the Provider IP. Provider shall retain exclusive ownership to all inventions, improvements, designs, drawings, documentation, plans, schedules, programs, specifications, software, technology, discoveries, its Confidential Information, ideas, and other works of authorship, that are conceived, created, or reduced to practice in connection with the products supplied and services performed by Provider in connection with the Services and Downloadable Components under this Agreement (collectively "Work Product") and all related Intellectual Property. To the extent Customer creates, conceives, develops, or reduces to practice any Work Product based on the Services, Documentation, Downloadable Components, Provider IP, or Provider's Confidential Information, such Work Product and related Intellectual Property shall be deemed a work made for hire such that Provider is the author and owner, and if not deemed a work made for hire, Customer hereby irrevocably assigns to Provider all such Work Product and related Intellectual Property.

(b) Cooperation. Customer shall, and shall cause its employees or any contractors to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by Provider to effectuate any of the provisions or purposes of Section 6 or otherwise, as may be necessary or useful for Provider to prosecute, register, perfect, record, maintain, enforce or defend its rights in or to any Work Product or any Intellectual Property related to the Services and Downloadable Components. Customer hereby appoints Provider as Provider's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Customer refuses or otherwise fails, to do so within a period deemed reasonable by Provider.

(c) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all Intellectual Property, in and to the Customer Data. Customer is responsible for providing all Customer Data and/or information and responsible for the accuracy, quality, integrity and legality of such data and of the means by which Authorized Users access and use the Customer Data. Further, as between Provider and Customer, Customer shall maintain data privacy at a level at least as stringent as Provider. Customer hereby grants to Provider a non-exclusive, royalty-free, irrevocable, transferable, sublicensable, worldwide license to reproduce, distribute, prepare derivative works, display, perform, transmit, and use the Customer Data (i) to the extent necessary for Provider to provide the Services and Downloadable Components to Customer; and (ii) to use nonidentifiable Customer Data for its own business purposes.

(d) Cyber Incidents. Customer shall take all reasonable and appropriate steps to protect all of its systems used to view, receive, collect or store any of its Customer Data, Confidential Information, and data against all cyber incidents and breaches, including without limitation, ransomware attacks (collectively, "Cyber Incidents"). Upon the occurrence of a Cyber Incident, Customer shall cooperate with Provider in resolving the matter, including without limitation, providing prompt and on-going communication and details regarding the Cyber Incident. Additionally, Customer shall not introduce, permit or cause, directly or indirectly, any computer code, program, or programming device designed to disrupt, modify, delete, damage, deactivate, disable, harm, or otherwise impede the operation of the Services or Downloadable Components, or any other associated programs, firmware, hardware, computer system, or network (sometimes referred to as "Trojan horses," "viruses," or "worms"), or any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would intentionally cause such Services or Downloadable Components to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications.

7. Data

(a) Customer Data can be extracted from the Services by the user through data interfaces and/or reports. Authorized Users may also request a raw data extract from Provider as set forth on **Exhibit A**. Customer's raw data may be provided at the expiration or termination of the agreement at a reasonable fee as determined by Provider.

(b) The Services or Downloadable Components may include a GIS Mapping component which makes use of base layer information as provided to Provider by Customer. Any base layer provided to Provider by Customer is presumed to be authorized for distribution and usage.

(c) Provider will maintain a nightly backup of Customer Data, which can be restored upon request by Customer. Such nightly backups will be retained for seven (7) calendar days, with a weekly backup retained for four (4) weeks. After such four (4) week period, Provider will be unable to provide restoration of Customer Data.

8. Warranties and Warranty Disclaimer.

(a) Provider warrants that during the Term of this Agreement the Services will conform in material respects to the specifications set forth in **Exhibit A** during the Term of this Agreement and will be performed in a workmanlike and professional manner and by personnel that has the necessary skills, training and background to perform such Services.

(b) DISCLAIMER. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8(a), CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SERVICES, DOWNLOADABLE COMPONENTS, DOCUMENTATION, AND ALL UPDATES THERETO ARE BEING PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS AND ANY USE IS AT CUSTOMER'S SOLE RISK. PROVIDER DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE SERVICES, DOWNLOADABLE COMPONENTS, DOCUMENTATION AND PROVIDER IP (INCLUDING, BUT NOT LIMITED TO, ANY DOCUMENTATION, REPORTS, ADVICE AND RECOMMENDATIONS, IN ANY FORM) PROVIDED BY PROVIDER IN CONNECTION WITH THIS AGREEMENT, ARE OR WILL NECESSARILY ALWAYS BE COMPLETELY ACCURATE, CURRENT, COMPLETE AND/OR CONTINUOUSLY AVAILABLE. PROVIDER DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE PRODUCTS AND MATERIALS WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PROVIDER HAS BEEN INFORMED OF SUCH PURPOSE), OF ACCURACY, AND OF QUIET ENJOYMENT.

(c) Applicability of Warranties. Notwithstanding anything herein to the contrary, no warranties shall apply if the Products: (i) have been modified by Customer unless said modification was minor, done upon the instruction, or with the approval, of Provider; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Provider; (iii) is used in ultrahazardous activities; or (iv) has been used in any manner contrary to the terms and conditions of this Agreement.

(d) Third-Party Services and Products. Customer acknowledges and agrees that (i) Provider has not verified or pre-screened any third-party services and/or products, (ii) Customer is responsible for and assumes all risk arising from its use of any third party service and/or product, and (iii) Provider will not be responsible or liable for the availability or accuracy of such third-party services and/or product or the content, products, or services on or available from such third parties.

9. Indemnification.

(a) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party**

Claim") that the Provider IP, or any use of the Services in accordance with this Agreement, directly infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(b) If such a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole expense, to (A) modify or replace the Provider IP, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If neither of these alternatives are commercially reasonable, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, provided that Provider shall refund or credit to Customer all amounts Customer paid in respect of the Provider IP that Customer cannot reasonably use as intended under this Agreement. The indemnity in this Section, shall not apply (i) to a Third-Party Claim arising from any modification of the Services or Downloadable Components by Customer or any third party, or from the use of the Services or Downloadable Components in combination with any other items not provided by Provider, to the extent such modification and/or use in combination resulted in the infringement claim, (ii) to use of the Services or Downloadable Components in a manner contrary to the terms specified herein, (iii) if such Third-Party Claim results from Customer's use of the Services or Downloadable Components after notice of the alleged or actual infringement from Provider or any appropriate authority, and/or (iv) in the event of any breach of Customer's obligations under this Agreement, or the use of the Services or Downloadable Components other than in connection with this Agreement or in a manner not reasonably contemplated by this Agreement.

(c) Indemnification by Customer.

(i) For Ohio municipalities and Ohio governmental agencies, there is no responsibility to indemnify Provider.

(ii) For any other municipality or any other entity that is not a municipality, to the fullest extent permitted by law, Customer shall indemnify, defend and hold Provider and its officers, employees, agents, and representatives harmless against all Third-Party Claims arising out of or related to (i) Customer's acts and/or omissions; (ii) Customer's use of the Services or Downloadable Components; or (iii) Customer's material breach of this Agreement.

10. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS

CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, PROVIDED, HOWEVER, THESE LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S LIABILITY FOR (I) CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9 AND (II) BREACH OF SECTION 2, SECTION 5, OR SECTION 6.

11. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration of the subscription term set forth in **Exhibit A** ending on the pertinent anniversary date of the Effective Date ("Term"). This Agreement may renew for additional Terms with Customer's written notice and payment of additional subscription fees.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement for convenience, for any reason or no reason, upon ninety (90) days prior written notice to Customer;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 6, Customer shall delete, destroy, or return all copies of the Provider IP and Provider's Confidential Information.

(d) Survival. This Section 11(d) and 1, 5, 6, 8, 9, 10, 11 and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. Notwithstanding anything herein to the contrary, neither party shall be liable or deemed to be in default for any delay or failure in performance hereunder to the extent resulting, directly or indirectly, from acts of God, acts of war, terrorism, or civil insurrection, strikes, walkouts, or other organized labor interruptions, telecommunications or utility interruptions or failures, fire, explosions, floods, pandemic, disease outbreaks, endemics, including without limitation COVID-19, or other natural disasters, any similar cause or any third party beyond the reasonable control of such party, and any delay or failure of the other party to fulfill its obligations hereunder ("Force Majeure Event"). Notwithstanding the foregoing, a Force Majeure Event shall never excuse the failure to make a payment due under this Agreement, except to the extent that the Force Majeure Event physically interferes with the delivery of the payment. The party whose performance is affected shall use commercially reasonable efforts to minimize the impact of such Force Majeure Event.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any

other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the city of Cleveland and County of Cuyahoga, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Provider may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Customer. However, Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment, delegation, or transfer by Customer in violation of this Section 12(g) is void.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their successors or permitted assigns.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

DAVEY RESOURCE GROUP, INC.	The City of Newburgh, NY
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Services shall be subject to the Software-As-A-Service agreement found at https://treekeepersoftware.com.

TreeKeeper® Software

❑	2023 subscription term prorate adjustment (Dec)	$229.16
❑	1-year subscription (2024 subscription term $2,500 annually)	$2,500
Total		$2,729.16

TreeKeeper®

On Arbor Day of 2017, DRG released the latest version of TreeKeeper®, our flagship tree management software. This release continues the TreeKeeper® product line that has successfully led the industry for over 25 years. Integration is central to the TreeKeeper® design; users can interact with tree inventory data in a variety of helpful ways. Whether you are in the office or out in the field, coordinating your internal crews or outside contractors, or sharing benefits information with the public, TreeKeeper® is user-friendly and the most convenient tool to quickly access information. TreeKeeper® is a versatile cloud-based software service geared towards helping you utilize, update, and share your tree inventory data. Developed and maintained by DRG, TreeKeeper® is the product of over two decades of research, development, and industry vetting. TreeKeeper® will help you find and schedule work, keep your tree and site information current, and showcase the environmental benefits of trees. One of the things that makes TreeKeeper® the industry leader is that users get the full functionality of the software upfront; no add-ons or a la carte software pieces are needed to calculate tree benefits or create work orders. Also, TreeKeeper® runs, looks, and acts the same whether you are using the software on your desktop, laptop, or tablet computer. TreeKeeper® is available as a subscription service (SaaS) to fit your program's budgeting needs. Davey's TreeKeeper® gives you at-a-glance access to your tree inventory data. Finding and updating sites is easy from the map or list view (above). 15 Version 2021.07.16

Interactive Work Environment

TreeKeeper® provides a state-of-the-art approach for urban forest management operations. TreeKeeper® uses grid/map interaction and a tool tray with an in-line search mechanism that allows you to view and sort inventory data from a map screen or an interactive list view (grid).

You can use the map and grid views simultaneously or independently, and since they are linked together any changes you make or new searches you run are seen instantly in both views. The map and grid can be docked, undocked, minimized, or maximized to allow you to work in the screen environment you prefer. TreeKeeper's interactive environment will help manage its inventory data, easily update tree and site records, create work orders, view tree benefits, assign and track tree work, and catalog maintenance expenses. You will also be able to identify trends, project budgets, and even estimate and share the benefits that community trees provide to the community. TreeKeeper® was designed to save you time.

Designed by Users

TreeKeeper® was developed by DRG with the help of users like you. Over the past 25 years, many of the functional upgrades made to the TreeKeeper® system were based on feedback from our clients. TreeKeeper® has been tailored, through peer review and input as well as technical innovations, to meet the needs of any person who needs to view, use, update, and report on tree inventory data.

Key Features

• Map-Centric—enables you to identify information about individual sites or groups of sites by simply clicking on the map with Google Street or Google Satellite basemap layers. • Queries—find sites by address, species, condition, maintenance, etc. You can search by one or multiple data fields and can narrow down the results to meet your needs. • Switch Layers On-the-Fly—quickly change which data layer you are looking at through a simple drop-down menu. • Dashboards and Reporting—create reports at the touch of a button so that you can quickly identify work volumes and respond to inquiries about tree work from the council, mayor, your boss, or concerned citizens. • Work Orders—allows you to assign work to crews, projects, or programs. • Work History—keeps track of edits to sites so that you know what changes were made, who made them, and when. • Global Editing—update one record at a time or make mass edits to multiple sites. • Multi-User Access—available via a secure internet connection. • Permissions—granular user-level permissions are available, enabling you to assign access levels (no rights, read only, or edit, or admin access) for staff, contractors, or guests. • Maintenance Costs—summarized based on your contract costs. • Tree Benefit Information—links to the National Tree Benefit Calculator (www.treebenefits.com). • Export Data—data are easily exported to other software applications such as Microsoft® Office and other word processing and spreadsheet programs

RESOLUTION NO.: ___63___-2024

OF

MARCH 25, 2024

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003482-2020, EF005372-2021, EF003758-2022 and EF004881-2023 INVOLVING SECTION 45, BLOCK 8, LOT 31 (28 MONUMENT LLC)

WHEREAS, 28 Monument LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2021, 2022 and 2023 tax years bearing Orange County Index Nos. EF003482-2020, EF005372-2021, EF003758-2022 and EF004881-2023; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 28 Monument LLC is willing to settle these proceedings without interest, costs or disbursements in the following manner:

1. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2020 tax year as tax map number 45-8-31 be discontinued with prejudice.
2. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2021 tax year as tax map number 45-8-31 be discontinued with prejudice.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 45-8-31 be reduced to a market value of $235,000.00.
4. That the real property of Petitioner described on the City of Newburgh tax roll for the 2023 tax year as tax map number 45-8-31 be reduced to a market value of $290,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

----------x

In the Matter of the Application of
28 MONUMENT LLC,

Petitioner,

-against-

CONSENT JUDGMENT

THE ASSESSOR OF THE CITY OF NEWBURGH, THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH,

Index Nos. EF003482-2020
EF005372-2021
EF003758-2022
EF004881-2023

Respondents.

For a review of assessments of certain property in the County of Orange

----------x

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2022-2023 and 2023-2024 tax years as follows:

Tax Map No. 45-8-31

be reduced in assessed value from $256,700.00 and $363,000.00 to an assessed value of $235,000.00 and $290,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2022-2023 and 2023-2024 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2022-2023 and 2023-2024 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CULLEN and DYKMAN LLP, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2023 assessment year; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020-2021 and 2021-2022 tax years as tax map number 45-8-31 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: _____, 2024
Goshen, New York

ENTER: _____
HON.
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
MICHAEL HRANKIWSKYJ, ESQ.
Cullen and Dykman, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: ___64___-2024

OF

MARCH 25, 2024

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003481-2020, EF003756-2022 and EF004876-2023 INVOLVING SECTION 22, BLOCK 1, LOT 5 (279 THIRD STREET LLC)

WHEREAS, 279 Third Street LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2022 and 2023 tax years bearing Orange County Index Nos. EF003481-2020, EF003756-2022 and EF004876-2023; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 279 Third Street LLC is willing to settle these proceedings without interest, costs or disbursements in the following manner:

1. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2020 tax year as tax map number 22-1-5 be discontinued with prejudice.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 22-1-5 be reduced to a market value of $190,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2023 tax year as tax map number 22-1-5 be reduced to a market value of $220,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

----------x

In the Matter of the Application of
279 THIRD STREET LLC,

Petitioner,

-against-

CONSENT JUDGMENT

THE ASSESSOR OF THE CITY OF NEWBURGH, THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH,

Index Nos. EF003481-2020
EF003756-2022
EF004876-2023

Respondents.

For a review of assessments of certain property in the County of Orange

----------x

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2022-2023 and 2023-2024 tax years as follows:

Tax Map No. 22-1-5

be reduced in assessed value from $205,700.00 and $268,000.00 to an assessed value of $190,000.00 and $220,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2022-2023 and 2023-2024 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2022-2023 and 2023-2024 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CULLEN and DYKMAN LLP, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2023 assessment year; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020-2021 tax year as tax map number 22-1-5 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: _____, 2024
Goshen, New York

ENTER: _____
HON.
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
MICHAEL HRANKIWSKYJ, ESQ.
Cullen and Dykman, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: 65 -2024

OF

MARCH 25, 2024

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003480-2020, EF003754-2022 and EF004874-2023 INVOLVING SECTION 17, BLOCK 4, LOT 12 (290 SOUTH STREET LLC)

WHEREAS, 290 South Street LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2022 and 2023 tax years bearing Orange County Index Nos. EF003480-2020, EF003754-2022 and EF004874-2023; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 290 South Street LLC is willing to settle these proceedings without interest, costs or disbursements in the following manner:

1. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2020 tax year as tax map number 17-4-12 be discontinued with prejudice.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 17-4-12 be reduced to a market value of $120,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2023 tax year as tax map number 17-4-12 be reduced to a market value of $150,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

----------x

In the Matter of the Application of
290 SOUTH STREET LLC,

Petitioner,

-against-

CONSENT JUDGMENT

THE ASSESSOR OF THE CITY OF NEWBURGH, THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH,

Index Nos. EF003480-2020
EF003754-2022
EF004874-2023

Respondents.

For a review of assessments of certain property in the County of Orange

----------x

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2022-2023 and 2023-2024 tax years as follows:

Tax Map No. 17-4-12

be reduced in assessed value from $128,000.00 and $201,000.00 to an assessed value of $120,000.00 and $150,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2022-2023 and 2023-2024 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2022-2023 and 2023-2024 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CULLEN and DYKMAN LLP, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2023 assessment year; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020-2021 tax year as tax map number 17-4-12 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: _____, 2024
Goshen, New York

ENTER: _____
HON.
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
MICHAEL HRANKIWSKYJ, ESQ.
Cullen and Dykman, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: ___66___-2024

OF

MARCH 25, 2024

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003472-2020, EF003781-2022 and EF004861-2023 INVOLVING SECTION 45, BLOCK 7, LOT 10 (344 CONCORD LLC)

WHEREAS, 344 Concord LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2022 and 2023 tax years bearing Orange County Index Nos. EF003472-2020, EF003781-2022 and EF004861-2023; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 344 Concord LLC is willing to settle these proceedings without interest, costs or disbursements in the following manner:

1. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2020 tax year as tax map number 45-7-10 be discontinued with prejudice.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 45-7-10 be reduced to a market value of $185,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2023 tax year as tax map number 45-7-10 be reduced to a market value of $230,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

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In the Matter of the Application of
344 CONCORD LLC,

Petitioner,

-against-

CONSENT JUDGMENT

THE ASSESSOR OF THE CITY OF NEWBURGH, THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH,

Index Nos. EF003472-2020
EF003781-2022
EF004861-2023

Respondents.

For a review of assessments of certain property in the County of Orange

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UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2022-2023 and 2023-2024 tax years as follows:

Tax Map No. 45-7-10

be reduced in assessed value from $203,600.00 and $291,000.00 to an assessed value of $185,000.00 and $230,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2022-2023 and 2023-2024 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2022-2023 and 2023-2024 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CULLEN and DYKMAN LLP, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2023 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020-2021 tax year as tax map number 45-7-10 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: _____, 2024
Goshen, New York

ENTER: _____
HON.
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
MICHAEL HRANKIWSKYJ, ESQ.
Cullen and Dykman, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: ___67___-2024

OF

MARCH 25, 2024

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003473-2020, EF005388-2021, EF003751-2022 and EF004863-2023 INVOLVING SECTION 38, BLOCK 3, LOT 59 (344 CONCORD LLC)

WHEREAS, 344 Concord LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2021, 2022 and 2023 tax years bearing Orange County Index Nos. EF003473-2020, EF005388-2021, EF003751-2022 and EF004863-2023; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 344 Concord LLC is willing to settle these proceedings without interest, costs or disbursements in the following manner:

1. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2020 tax year as tax map number 38-3-59 be discontinued with prejudice.
2. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2021 tax year as tax map number 38-3-59 be discontinued with prejudice.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 38-3-59 be reduced to a market value of $165,000.00.
4. That the real property of Petitioner described on the City of Newburgh tax roll for the 2023 tax year as tax map number 38-3-59 be reduced to a market value of $195,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

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In the Matter of the Application of
344 CONCORD LLC,

Petitioner,

-against-

CONSENT JUDGMENT

THE ASSESSOR OF THE CITY OF NEWBURGH, THE BOARD OF ASSESSMENT REVIEW OF THE CITY OF NEWBURGH AND THE CITY OF NEWBURGH,

Index Nos. EF003473-2020
EF005388-2021
EF003751-2022
EF004863-2023

Respondents.

For a review of assessments of certain property in the County of Orange

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UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2022-2023 and 2023-2024 tax years as follows:

Tax Map No. 38-3-59

be reduced in assessed value from $200,100.00 and $223,000.00 to an assessed value of $165,000.00 and $195,000.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2022-2023 and 2023-2024 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2022-2023 and 2023-2024 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CULLEN and DYKMAN LLP, as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2023 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020-2021 and 2021-2022 tax years as tax map number 38-3-59 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: _____, 2024
Goshen, New York

ENTER: _____
HON.
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
MICHAEL HRANKIWSKYJ, ESQ.
Cullen and Dykman, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for City Respondents
Dated: _____