CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
October 15, 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 September 23, 2024 / Aprovacion del Acta de la Reunion General del Consejal del 23 de septiembre de 2024

Presentations/Presentaciones

5. Public Hearing - Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

   There will be a public hearing on Tuesday, October 15, 2024 to receive public comments concerning a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

   Habrá una audiencia pública el martes 15 de octubre del 2024 para recibir comentarios sobre una ley local que autoriza un gravamen del impuesto a la propiedad que exceda el límite establecido en la Sección 3-c de la Ley Municipal General

6. OSC Fiscal Stress Score Presentation

   Presentación de la puntuación de estrés fiscal de la OSC

7. 2025 Budget Presentation

   Presentación del Presupuesto para el 2025

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

8. Resolution No. 210 - 2024 - Contract with CPL for Professional Design Services

   Resolution authorizing the City Manager to accept a proposal and execute a contract with Clark Patterson Lee for professional engineering design services for the Delano-Hitch Recreation Park Aquatic Center Demolition Project in the amount of $15,000.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Clark Patterson Lee para servicios profesionales de diseño de ingeniería para el Proyecto de Demolición del Centro Acuático del Parque Delano-Hitch Recreation por el monto de $15,000.00

9. Resolution No. 211 - 2024 - 2025 Budget - Scheduling the Public Hearing

   Resolution scheduling a public hearing for November 12, 2024 to receive comments concerning the adoption of the 2025 Budget for the City of Newburgh

   Resolución que programa una audiencia pública para el 12 de noviembre de 2024 para recibir comentarios sobré la adopción del Presupuesto 2025 para la Ciudad de Newburgh

10. Resolution No. 212 - 2024 - 2024 PKFOD Engagement Letter (Audit)

    Resolution authorizing the City Manager to execute a letter agreement between the City of Newburgh and the firm of PKF O’Connor Davies, LLP for auditing services for fiscal year ending December 31, 2024 for the price of $97,500.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de carta entre la Ciudad de Newburgh y la firma PKF O'Connor Davies, LLP para servicios de auditoría para el año fiscal que termina el 31 de diciembre de 2024 por el precio de $97,500.00

11. Resolution No. 213 - 2024 - 2024 PKFOD Engagement Letter (NYSDOT Close Out Audit)

    Resolution authorizing the City Manager to execute a letter agreement between the City of Newburgh and PKF O’Connor Davies, LLP for professional auditing services for the Lake Street/Route 32 over Quassaick Creek Bridge Rehabilitation Project (PIN No. 8761.57) at a cost of $12,000.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de carta entre la Ciudad de Newburgh y PKF O'Connor Davies, LLP para servicios profesionales de auditoría para el Proyecto de Rehabilitación del Puente de Lake Street/Route 32 sobre Quassaick Creek (PIN No. 8761.57) *a un costo de $12,000.00*

12. Resolution No. 214 - 2024 - 2024 Personnel Book Amendment for the IT Department

    Resolution amending the 2024 Personnel Analysis Book to add one IT Systems Administrator position and delete one Network Administrator position in the Information Systems Department

    Resolución que enmienda el Libro de Análisis de Personal 2024 para añadir un puesto de Administrador de Sistemas de TI y eliminar un puesto de Administrador de la Red en el Departamento de Sistemas de Información

13. Resolution No. 215 - 2024 - Doyle Security Contract

    Resolution authorizing the City Manager to execute an agreement with Doyle Security Systems to install four security cameras at the Water Filtration Plant

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Doyle Security Systems para instalar cuatro cámaras de seguridad en la Planta de Filtración de Agua

14. Resolution No. 216 - 2024 - 54 Wilkin Street - Extension of Time to Close

    Resolution authorizing the extension of time to close title on the property located at 54 Wilkin Street (Section 26, Block 3, Lot 31) sold at private sale to Dominique Wallace-Mills

    Resolución que autoriza la extensión de tiempo para cerrar sobre el título la propiedad ubicada en 54 Wilkin Street (Sección 26, Bloque 3, Lote 31) en venta privada a Dominique Wallace-Mills

15. Resolution No. 217 - 2024 - 2024 BJA Edward Byrne Memorial Justice Assistance Grant for $23,568

    Resolution authorizing the City Manager to apply for and accept if awarded a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant in the amount of $23,568.00 for personal protective equipment for the emergency services unit of the City of Newburgh Police Department

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado una Subvención del Programa de Asistencia de Justicia Conmemorativa Edward Byrne del Departamento de Justicia de EE. UU. por el monto de $23,568.00 para equipo de protección personal para la unidad de servicios de emergencia del Departamento de Policía de la Ciudad de Newburgh

16. Resolution No. 218 - 2024 - New York State Department of Health License and Access Agreement

A resolution authorizing the City Manager to execute a license and access agreement with the New York State Department of Health and its contracted agents to allow access to City owned property in connection with a PFAS Multi-Site Study investigating potential health effects from PFAS exposures

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia y acceso con el Departamento de Salud del Estado de Nueva York y sus agentes contratados para permitir el acceso a la propiedad de la Ciudad en conexión con un Estudio Multisitio de PFAS que investiga los efectos potenciales sobre la salud debidos a la exposición a PFAS

17. Resolution No. 219 - 2024 - Halloween Curfew

    Resolution to implement a City-wide curfew for minors 16 years of age and under beginning October 31, 2024 at 9:00 p.m. and ending November 1, 2024 at 6:00 a.m.

    Resolución para implementar un toque de queda en toda la ciudad para menores de 16 años de edad a partir del 31 de octubre de 2024 a las 9:00 p.m. y hasta el 1 de noviembre de 2024 a las 6:00 a.m.

18. Resolution No. 220 - 2024 - Scheduling a Public Hearing - Local Law Amending City Charter Section C.4.00

    Resolution scheduling a public hearing for October 28, 2024 to hear public comment concerning “A Local Law amending Section C4.00 entitled ‘Legislative Powers Fixed in Council’ of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members"

    Resolución que programa una audiencia pública para el 28 de octubre de 2024 para escuchar comentarios públicos sobre "Una ley local que enmienda la Sección C4.00 titulada 'Poderes Legislativos Fijados en Consejo' de los Estatutos de la Ciudad de Newburgh para aumentar el salario anual del Alcalde y de los Concejales"

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 206 - 2024

OF

SEPTEMBER 23, 2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 15, 2024 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 15th day of October, 2024, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Sept. 23, 2024 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 24th day of Sept 2024

Katrina Cotten

City Clerk

LOCAL LAW NO.: ________ - 2024

OF

_____________________, 2024

A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2025 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2025 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION NO.: ____210_____ - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH CLARK PATTERSON LEE FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE DELANO-HITCH RECREATION PARK AQUATIC CENTER DEMOLITION PROJECT IN THE AMOUNT OF $15,000.00

WHEREAS, by Resolution No. 250-2022, the City Council approved a contract with Clark Patterson Lee in the amount of $804,000.00 for professional design and bid preparation and management services in the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the "Project"); and

WHEREAS, by Resolution No. 110-2023 of June 12, 2023, the City Council approved a contract with Clark Patterson Lee in the amount of $32,000.00 for professional construction administration engineering services for the demolition phase of the Project; and

WHEREAS, Clark Patterson Lee has submitted a letter proposal for professional engineering design services to replace the existing arch with a new arch; and

WHEREAS, the cost of the design services in an amount not to exceed $15,000.00 shall be derived from an allocation of funding received under the American Rescue Plan Act of 2021, a City bond authorization, and/or a NY SWIMS grant; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Clark Patterson Lee 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 the letter proposal and execute a professional engineering design services agreement with Clark Patterson Lee to replace the existing arch with a new arch in the Delano-Hitch Recreation Park Aquatic Center Improvements Project in an amount not to exceed $15,000.00.

September 24, 2024

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Delano-Hitch Recreation Park Aquatic Center Improvements Arch Design Services

Dear Mr. Morris:

CPL has been working with the city on the Delano-Hitch Recreation Park Aquatic Center Demolition and Construction projects. We have completed Design and CA for the demolition portion and Design and started CA for the improvements package portion of the project. This proposal is to provide the City with Design services related to replacing the existing arch with a new arch.

<u>THE APPROACH:</u>

SCOPE OF WORK:

Our scope of work will include adding one phase for the design of the new arch. This phase will be known as the "Arch Design" phase. Below is an itemized list of work expected during this phase.

<u>ARCH DESIGN PHASE:</u>

- Attend a virtual meeting with the City to discuss the design intent for the new arch.
- Revise our current civil construction documents to show the existing arch removed.
- Revise our current civil, structural and architectural construction documents to show a new arch and provide all required details.
- Provide the City with our revised documents for City comments prior to issuing the changes to the contractors.
- Issue the revised documents to the contractors for pricing.

FEE FOR ARCH DESIGN SERVICES

Our fee for the Arch Design phase shall be a Lump Sum based on our understanding of the project. Based on the above, a break down in fees and assumed distribution of compensation is as follows:

Arch Design Phase **$ 15,000.00**

Very truly yours,

Timothy J. Moot, PG
Vice President

OWNER *(Signature)*	**ARCHITECT/ENGINEER** *(Signature)*
	Timothy J. Moot, PG – Vice President
(Printed name and title)	*(Printed name and title)*

RESOLUTION NO.: 211 - 2024

OF

OCTOBER 15, 2024

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 12, 2024 TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE 2025 BUDGET FOR THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2025 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 12th day of November, 2024, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

RESOLUTION NO.: ______212______ - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH AND THE FIRM OF PKF O'CONNOR DAVIES, LLP FOR AUDITING SERVICES FOR FISCAL YEAR ENDING DECEMBER 31, 2024 FOR THE PRICE OF $97,500.00

WHEREAS, the firm of PKF O'Connor Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023; and

WHEREAS, based on experience and work history the Comptroller has recommended that the firm of PKF O'Connor Davies, LLP be retained for fiscal year ending December 31, 2024; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

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 a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal year ending December 31, 2024 for the price of $97,500.00.

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

September 19, 2024

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh, New York ("Entity").

Prior to the commencement of our audit(s) we may not know if an audit performed in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance") is required. Consequently, this letter includes the words "if applicable" next to relevant single audit communication requirements.

Audit Scope and Objectives

We will audit the Entity's statements of the governmental activities, the discretely presented component unit, each major fund and the aggregate remaining fund information and the disclosures, which collectively comprise the basic financial statements of the Entity as of and for the year ended December 31, 2024 and issue our report thereon as soon as reasonably possible after completion of our work.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with auditing standards generally accepted in the United States of America, ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Schedules of Contributions and Proportionate Share of the Net Pension Liability

We have also been engaged to report on supplementary information other than the RSI that accompanies the Entity's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, *Government Auditing Standards* issued by the Comptroller General of the United States ("GAGAS") (if applicable), and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") (if applicable), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements and Schedules
- Schedule of Expenditures of Federal Awards (if applicable)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory section of the Annual Comprehensive Financial Report
- Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud, error, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity; and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Because the determination of abuse is subjective, GAGAS do not expect auditors to provide reasonable assurance of detecting abuse. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct the audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or

(4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us even though the audit is properly planned and performed in accordance with US GAAS, GAGAS (if applicable), and Uniform Guidance (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements and on those programs we have determined to be major programs (if applicable). However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets and any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

The objectives for our audit also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with GAGAS (if applicable).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (if applicable). the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS (if applicable).

Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the Entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "Uniform Guidance Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs. The purpose of these procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance. As required by Uniform Guidance, we will also perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to prevent or detect material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also include, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's/Entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement when required based on our professional judgement.

After our planning is complete, we will communicate to management and those charged with governance, the significant risk(s) of material misstatement identified in our audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the Entity and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements and the supplementary information, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to prevent and detect misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. An audit is also not designed to identify significant deficiencies or material weaknesses. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Reporting

We will issue a written report(s) upon completion of our audit of the Entity's financial statements and written reports required with audits performed in accordance with GAGAS and the Uniform Guidance (if applicable). Our reports will be addressed to management and those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by GAGAS (if applicable).

The reports on internal control and compliance (if applicable) will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with GAGAS in considering internal control over financial reporting and compliance and Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form (if applicable) that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will also communicate with those charged with governance any (a) fraud involving senior management and other fraud that causes a material misstatement of the financial statements; (b) violations of laws or governmental regulations that come to our attention (unless they are clearly inconsequential); (c) disagreements with management and other serious difficulties encountered in performing the audit; and, (d) various matters related to the Entity's accounting policies and financial statements.

Other Services

PKF O'Connor Davies will also prepare the financial statements and the Annual Financial Report (AFR) of Entity in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

PKF O'Connor Davies will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. PKF O'Connor Davies, using professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Supplementary Information

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, RSI, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements and supplementary information to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

Management's responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RSI and supplementary information in accordance with US GAAP; (2) you believe the RSI and supplementary information, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RSI and supplementary information.

Management is responsible for management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience to oversee the financial statement preparation or other non-attest services PKF O'Connor Davies provides; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of Uniform Guidance (if applicable). As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards (if applicable), and related notes. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. You are responsible for making all management decisions and assuming all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and for accepting full responsibility for such decisions.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Entity received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance (if applicable), it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

In order to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements, management is responsible for establishing and maintaining effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities.

Management's responsibilities also include identifying any significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the audit objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. The Entity is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with the audit. The representation letter, among other things, will confirm management's responsibility for: (1) the preparation of the financial statements in conformity with US GAAP, (2) the availability of financial records and related data, and (3) the completeness and availability of all minutes of board meetings. Management's representation letter will further confirm that: (1) the effects of any uncorrected misstatements aggregated by us during the engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (2) we have been informed of, or that there were no incidences of, fraud involving management or those employees who have significant roles in the Entity's internal control. You will also be required to acknowledge in the management representation letter, when applicable, our assistance with preparation of the financial statements and related schedules, RSI and the schedule of expenditures of federal awards (if applicable) and that you have reviewed and approved the financial statements, aforementioned schedules and RSI, and related notes prior to their issuance and have accepted responsibility for them. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the Entity or, any elected official, member of management or employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

The financial statements are the property of the Entity and can be reproduced and distributed as management desires. However, you must notify us in advance and obtain our approval if you intend to make reference to our firm in a document that includes our auditors' report on the financial statements. Because our engagement does not contemplate the foregoing, there may be an additional fee in connection with our review of any such documents. In the event our auditor/client relationship has been terminated when the Entity seeks such consent, we will be under no obligation to grant such consent or approval.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

We understand that your accounting department personnel will assist us to the extent practicable in completing the audit. They will provide us with detailed trial balances, supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you before we begin the audit. The timely and accurate completion of this information is an essential condition to our completion of the audit and the issuance of the audit report.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations or for any additional period requested by the applicable cognizant agency. If we are aware that a federal awarding agency or the Entity is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. We do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. Management, however, has final responsibility for reviewing the proposed entries and understanding the nature and impact of the proposed entries to the financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise to be responsible and accountable for overseeing the acceptance and processing of such journal entries.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with Entity personnel via e-mail or other electronic means. You should be aware that communication in those media may be unsafe to use and present a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. Such regulators may include (i) a federal agency providing direct or indirect funding or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities; (ii) the American Institute of Certified Public Accountants; and (iii) the State Board of Accountancy. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

The components of our fees for the fiscal year ending December 31, 2024 are detailed below:

Basic Audit Fee	$	73,000
Federal Single Audit		13,000
NYS DOT Audit (if necessary)		2,500
NYS AFR Preparation		5,000
ACFR Preparation		4,000
	$	97,500

The above quoted fee includes the compliance audit of one major program in accordance with Uniform Grant Guidance. If the City requires more than one major program to be audited, it will be an additional cost estimated to range from $4,000 and $6,000.

The fee is based on anticipated cooperation from your personnel, audit condition of the books and records and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

Payments will be due	Percentage
Upon completion of our audit field work	75%
Upon submission of the final report and management letter	25%
	100%

Our hourly rates for any additional services for the initial year of the engagement are detailed below. This rate will increase by 3% each year in the subsequent years.

Level	2024
Sr. Partner/Partner	$335-325
Director	$285-275
Manager	$260-230
Supervisor	$200-190
Senior Accountant	$180-170
Associate	$155-145

Liability

Any and all claims by the Entity arising under this engagement must be commenced by the Entity within one year following the date on which our firm delivered our report on the financial statements associated with this engagement, or the date the Entity is informed of the engagement's termination in the event our report is not delivered, for any reason.

Our firm's maximum liability to the Entity for any reason relating to the services under this letter shall be limited to three times the fees paid to the firm for the services or work product giving rise to liability, except to the extent it is finally determined that such liability resulted from the willful or intentional misconduct or fraudulent behavior of the firm. In no event shall the firm be liable to the Entity, whether a claim be in tort, contract or otherwise, for any consequential, special, indirect, lost profit or similar damages.

Reimbursement

You agree to reimburse our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the Entity by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the Entity against the firm. This agreement will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided). This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue shall be in either Orange or Westchester County. Each party waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Any proceedings arising out of and/or relating to this engagement shall be resolved by a judge trial without a jury and the right to a jury trial is waived, to the fullest extent permitted by applicable law.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Corporate Transparency Act/Beneficial Ownership Reporting

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA.

Information regarding the BOI reporting requirements can be found at https://www.fincen.gov/boi. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Employment of firm partner or professional employee

The Entity acknowledges that hiring current or former PKF O'Connor Davies personnel participating in the engagement may be perceived as compromising our objectivity, and depending on the applicable professional standards, impairing our independence in certain circumstances. Accordingly, prior to entering into any employment discussions, with such known individuals, you agree to discuss the potential employment, including any applicable independence ramifications, with the engagement partner responsible for the services.

In addition, during the term of this Engagement Letter and for a period of one (1) year after the services are completed, we both agree not to solicit, directly or indirectly, or hire the other's personnel participating in the engagement without express written consent. If this provision is violated, the violating party will pay the other party a fee equal to the hired person's annual salary in effect at the time of the violation to reimburse the estimated costs of hiring and training replacement personnel.

Confirmation and other

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

GAGAS require that we provide you with a copy of our most recent external peer review report, and any subsequent peer review reports received during the period of the contract. Our latest peer review report accompanies this letter.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement for each year ends on delivery of our audit report covering that year. Requests for services other than those included in this engagement letter will be agreed upon separately.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

/Enc.

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

* * *

DAVIE KAPLAN
Certified Public Accountants

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

January 25, 2024

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans; and examinations of services organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies),* or *fail.* PKF O'Connor Davies, LLP has received a peer review rating of *pass.*

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

RESOLUTION NO.: ______213______ - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH AND PKF O'CONNOR DAVIES, LLP FOR PROFESSIONAL AUDITING SERVICES FOR THE LAKE STREET/ROUTE 32 OVER QUASSAICK CREEK BRIDGE REHABILITATION PROJECT (PIN NO. 8761.57) AT A COST OF $12,000.00

WHEREAS, the City of Newburgh is required to undertake a close out audit of the Lake Street/Route 32 over the Quassaick Creek Bridge Rehabilitation Project (PIN No. 8761.57) (the "Project") in accordance with New York Stat Department of Transportation guidance for the purpose of evaluating the cost elements and fees of the Project; and

WHEREAS, the City of Newburgh has received a proposal for professional auditing services from the firm of PKF O'Connor Davies, LLP to perform the Project close out audit; and

WHEREAS, the cost for the auditing services is estimated to range from $9,000.00 to $12,000.00 and funding shall be derived from A.1440.0445; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

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 a letter agreement with the firm of PKF O'Connor Davies, LLP for professional auditing services for the Lake Street/Route 32 over the Quassaick Creek Bridge Rehabilitation Project (PIN No. 8761.57) at a cost of $12,000.00.

PKF O'CONNOR DAVIES
ACCOUNTANTS AND ADVISORS

September 19, 2024

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide to the City of Newburgh, New York ("City").

Agreed-upon procedures objectives

We will apply the agreed-upon procedures which the City has specified, as listed in the attached schedule, to the Lake Street (Route 32) Bridge Rehabilitation Project (PIN No. 8761.57) ("Project") of the City, as of December 31, 2023 prepared in accordance with New York State Department of Transportation Guidance. This engagement is solely to assist the City in evaluating the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the Federal Acquisition Regulation (48 CFR, Part 31) ("FAR"), and the policies prescribed by the New York State Department of Transportation ("NYSDOT").

Our agreed-upon procedures engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the Federal Acquisitions Regulation (48CFR-Part 31) (FAR), and the policies prescribed in the New York State Department of Transportation. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will issue a written report upon completions of the engagement listing the procedures performed and our findings. This report is intended solely for the use of the City, the United States Department of Transportation ("USDOT"), its operating agencies such as the Federal Highway Administration ("FHWA"), NYSDOT, the United States Government Accountability Office ("GAO") and the Office of the State Comptroller ("OSC"), and should not be used by anyone else. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the assertions that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the assertions, we will disclose those matters in our report.

Our responsibility as accountants is limited to the period covered by our agreed-upon procedures and does not extend to any later periods for which we are not engaged as accountants.

Your responsibilities

You are responsible for the presentation of the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the FAR, and the policies prescribed by the New York State Department of Transportation; and for selecting the Criteria and determining that such criteria are appropriate for your purposes. You are responsible for making all management decisions and assuming all management responsibilities; for designating an individual with suitable skill, knowledge, and/or experience.

You are also responsible for: (1) making all financial records and related information available to us of which you are aware that is relevant to our agreed-upon procedures engagement, as well as any additional information that we may request for the purpose of our procedures; and (2) providing us with unrestricted access to persons within the City from whom we determine it necessary to obtain agreed-upon procedures evidence.

We understand that your accounting department personnel will assist us to the extent practicable in completing the agreed-upon procedures. They will provide us with detailed supporting schedules, and other information we deem necessary. A list of these schedules and other items of information will be furnished to you shortly before we begin the agreed-upon procedures engagement. The timely and accurate completion of this information is an essential condition to our completion of our agreed-upon procedures and the issuance of the report thereon.

At the conclusion of the engagement, we will request from management written confirmation concerning representations made to us in connection with our agreed-upon procedures engagement. The representation letter, among other things, will confirm management's responsibility for the presentation of the assertions that the cost elements and fees submitted under the Project are allowable based on the contract provisions, the FAR, and the policies prescribed by the New York State Department of Transportation. We will place reliance on these representations in issuing our report.

In the event that we become obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, as a direct or indirect result of an intentional, knowing or reckless misrepresentation or provision to us of inaccurate or incomplete information by the City or any employee thereof in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us against such obligations.

To the best of your knowledge, you are unaware of any facts which might impair our independence with respect to this engagement.

We keep documents related to this engagement in accordance with our records retention policy and applicable regulations. However, we do not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Non-reliance on oral advice

It is our policy to put all advice on which a client intends to rely in writing. We believe that is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice that has not been put in writing by our firm after a full supervisory review.

Electronic and other communication

During the course of the engagement, we may communicate with you or with the City personnel via fax or e-mail. You should be aware that communication in those media may be unsafe to use and contains a risk of misdirection and/or interception by unintended third parties, or failed delivery or receipt. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail or other electronic transmissions, including any consequential, incidental, direct, indirect or special damages.

Access to working papers

During the course of this engagement, we will develop files of various documents, schedules and other related engagement information known as our working papers. As we are sure you can appreciate, these working papers may contain confidential information and our firm's proprietary data. You understand and agree that these working papers are, and will remain, our exclusive property. Except as discussed below, any requests for access to our working papers will be discussed with you before making them available to requesting parties:

(1) Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years we subject our system of quality control to an examination by another accounting firm. As part of this process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected for review. If it is, the other firm is bound by professional standards to keep all information confidential.

(2) We may be requested to make certain working papers available to regulators pursuant to authority given to them by law, regulation or subpoena. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to them. The regulator may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

Fees and billing

Our fees are based on actual time expended at our standard hourly rates, plus travel and other out-of-pocket costs. We estimate our fees will range from $9,000 - $12,000. In addition, if the condition of the accounting records is such that it would require excessive time on our part, we will consult with you beforehand regarding any possible additional charge for the time involved.

Liability

You agree to indemnify our firm, its partners, principals and employees, to the fullest extent permitted by law for any expense, including compensation for our time at our standard billing rates and reimbursement for our out-of-pocket expenses and reasonable attorneys' fees, incurred in complying with or responding to any request (by subpoena or otherwise) for testimony, documents or other information concerning the City by any governmental agency or investigative body or by a party in any litigation or dispute other than litigation or disputes involving claims by the City against the firm. This indemnification will survive termination of this engagement.

Dispute resolution

Any claim or controversy ("dispute") arising out of or relating to this engagement, the services provided thereunder, or any other services provided by or on behalf of the firm or any of its subcontractors or agents to the Entity or at its request (including any dispute involving any person or entity for whose benefit the services in question are or were provided). This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue shall be in either Orange or Westchester County. Each party waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Any proceedings arising out of and/or relating to this engagement shall be resolved by a judge trial without a jury and the right to a jury trial is waived, to the fullest extent permitted by applicable law.

Any claim by our firm seeking payment of our fees and disbursements related to this engagement and the services provided hereunder shall be brought in a federal or state court of appropriate jurisdiction sitting without a jury. YOU AND OUR FIRM IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO NON-PAYMENT OF ANY OF OUR FEES AND DISBURSEMENTS.

This engagement will be governed by the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

Hosting services

In order to maintain our independence in accordance with the AICPA's Code of Professional Conduct, we cannot host or maintain any client information. You are expected to retain all financial and non-financial information including anything you upload to a portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

Confirmation

Jeffrey Shaver is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our agreed-upon procedures engagement on the agreed upon date.

Our agreed-upon procedures engagement ends on delivery of our agreed-upon procedures report covering that period. Requests for services other than those included in this engagement letter will be agreed to in a separate engagement letter.

PKF O'Connor Davies LLP ("LLP") and PKF O'Connor Davies Advisory LLC ("Advisory") practice in an alternative practice structure in accordance with applicable law, regulations and professional standards. LLP provides attest services to its clients. Advisory is not a registered CPA firm and does not provide audit or attest services. LLP has a contractual arrangement with Advisory, whereby Advisory provides LLP with professional and support personnel to perform professional services on behalf of LLP. In connection with our services, we may share information that we currently have and/or receive in the future between LLP and Advisory. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent for LLP, Advisory and its employees to share confidential information between LLP and Advisory. LLP and Advisory have policies in place that require their employees to maintain as confidential all client information that is not otherwise publicly available.

All rights and obligations set forth herein shall become the rights and obligations of any successor firm to PKF O'Connor Davies, LLP by way of merger, acquisition or otherwise.

If this letter correctly expresses your understanding of the terms of our engagement, including our respective responsibilities, please sign the enclosed copy where indicated and return it to us.

We are pleased to have this opportunity to serve you.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us.

CITY OF NEWBURGH, NEW YORK

BY: ______________________________

TITLE: ______________________________

DATE: ______________________________

PKF O'Connor Davies, LLP, is a member firm of PKF International Limited, a network of legally independent firms. Neither the other member firms nor PKF International Limited are responsible or accept liability for the work or advice which PKF O'Connor Davies, LLP provides to its clients.

* * *

Agreed-Upon Procedures Schedule

PIN Nos. 8761.57– Lake Street (Route 32) Bridge Rehabilitation Project
CLOSEOUT REVIEW & REPORT – SCOPE OF SERVICES

1. Contact consulting firms to obtain the following information:
   a. Copy of most recent overhead rates in effect during the contract period.
   b. Copies of most recent audits received or obtain permission from them to obtain directly from NYSDOT.
   c. Timesheets for selected individuals for testing (see 4b below).

2. Obtain the following contract related documents from the City:
   a. Copies of all signed contracts, including amendments, for engineering consultant.
   b. Ensure that all amendments were authorized or approved.
   c. Copy of authorization for Project Acceptance from the individual responsible for the project.
   d. Determined if project is a fixed fee or hourly rate project.
   e. Did contract include a not-to-exceed clause; and if so were the total costs incurred below that amount (considering all contract amendments)?
   f. Obtain invoices provided by the consultants for the contract being reviewed.

3. Review the invoices from the consultants to determine if the overhead rate was applied appropriately during the period of the contract. If a rate changed during the contract, was it changed appropriately in the billing?

4. For invoices obtained in step 2f above:
   a. Are amounts mathematically accurate?
   b. From the invoices obtained, select a sample of individuals, and obtain the timesheets for the period to ensure that the allocation to this project is appropriate.
   c. Do salaries of individuals exceed the maximum hourly rate identified in the contract?
   d. Recompute the billed overhead rates on the contract.
   e. Determine if the direct non-salary costs have been billed in accordance with the contract.
   i. Are the amounts allowable under the AASHTO Uniform Audit and Accounting guide for Transportation Consultants?

5. For the contract audits obtained in Step 1b above, review them for issues identified, and determine if any identified errors are an issue for the contracts with the City.

6. Review the AASHTO guide to determine whether costs charged to contracts are allowable or unallowable.

DAVIE KAPLAN
Certified Public Accountants

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

June 16, 2020

To the Partners of PKF O'Connor Davies, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits of broker-dealers, and examinations of service organizations SOC 1 and SOC 2 engagements.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Davie Kaplan, CPA, P.C.
1000 First Federal Plaza · Rochester, New York 14614
Tel: 585-454-4161 · Fax: 585-454-2573 · www.daviekaplan.com

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of PKF O'Connor Davies, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. PKF O'Connor Davies, LLP has received a peer review rating of *pass*.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

RESOLUTION NO.: __214__-2024

OF

OCTOBER 15, 2024

A RESOLUTION AMENDING THE 2024 PERSONNEL ANALYSIS BOOK TO ADD ONE IT SYSTEMS ADMINISTRATOR POSITION AND DELETE ONE NETWORK ADMINISTRATOR POSITION IN THE INFORMATION SYSTEMS DEPARTMENT

WHEREAS, the Director of Information Technology proposes to delete one Network Administrator position and add one IT Systems Administrator position to promote efficiency in the Information Systems Department; and

WHEREAS, the change in job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2024; the same being 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 Personnel Analysis Book for the fiscal year 2024 be amended to delete one Network Administrator position and add one IT Systems Administrator position in the Information Systems Department.

RESOLUTION NO.: ___215______ - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH DOYLE SECURITY SYSTEMS TO INSTALL FOUR SECURITY CAMERAS AT THE WATER FILTRATION PLANT

WHEREAS, the City of Newburgh Water Division proposes to install four new security cameras and upgrade the security camera server at the Water Filtration Plant; and

WHEREAS, the Water Division has received a proposal and contract from Doyle Security Systems to install the new cameras and the server upgrade at a cost of $13,445.80; and

WHEREAS, the cost for such proposal is to be derived from F.8330.0208; and

WHEREAS, this Council has reviewed the same and has determined that entering into said agreement is 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 accept the proposal and to execute an agreement with Doyle Security Systems to install four security cameras and a server upgrade and the Water Filtration Plant.

DOYLE®
Security for your life.™

Contract Number: 221066

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

Sale Information:

Date: 8/12/2024 | Purchase or Lease: Purchase | Sale Type: Existing Customer | Branch: Fishkill

Upgrade: No | Representative: Lombardi, Joe

Customer Billing Address:

Name: City of Newburgh
Address 1: City Hall - Comptroller's Office
Address 2: 83 Broadway 4th Floor
City, State, Zip: Newburgh,New York,12550
Phone: 8455698092
Email: wvradenburgh@cityofnewburgh-ny.gov

Customer Site Address:

Name: City of Newburgh
Address 1: Water Department
Address 2: 493 Little Brittain Road
City, State, Zip: Newburgh,New York,12550
Phone: 8455698092
Email: wvradenburgh@cityofnewburgh-ny.gov

I wish to sign up for paperless billing:

Monitoring and Service Contract - System # Video Surveillance
System Type: Local Video Surveillance
Panel Type: N/A
Service Level: Municipality Service
Service Warranty: 90 Days

Contract Number: 221066

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

Job Number: 1
Job Type: Alarm Install Commercial

Job Notes:
Please see attached documentfor a detailed description of what you will be receiving.

Installation Price: $12801.9
Total of Monthly Charges: $13445.80

DOYLE®
Security for your life.™

Contract Number: 221066

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

VOIP – If you are using Voice Over IP (VOIP) phone service, Doyle Security Systems holds no responsibility for the performance or stability of the phone service. Customer understand that power outages and loss of internet service will prevent the alarm system from communicating with the Emergency Response Center.

Bill Progression – Doyle Security Systems has the authority to progress bill as specific phases of this installation are completed.

~~**Credit Reporting** – Customer authorizes Doyle Security to secure a non-investigative consumer credit report from a consumer credit reporting agency as a condition for entering this agreement.~~

5 Day No Response Notification – Customer understands that the installed system will not be monitored or authorities notified until the fifth day after installation is complete.

Contract Length – ~~Agreement for monitoring services are for~~ Months ~~unless otherwise agreed and will renew automatically unless Doyle Security is notified at least 30 days prior to the renewal date.~~

Communication Options – Doyle Security Systems, Inc. reserves the right to select the best communication option between cellular, radio and internet and phone when our installation team is at the premise. Communication option is based on signal strength and accessibility.

Communication Reliability – Communications options for signal transmission are not always 100% reliable. Doyle Security Systems, Inc. recommends that no less than two communications options be used. By checking this box, I acknowledge that I understand the Communications Options available to me.

Accepted on

In accepting this proposal, I agree to the terms, conditions, and disclaimer notice contained herein, including those of the following pages. I understand that they prevail over any variation in the terms and conditions on any purchase order or other document that I, or my employer, may issue. I have either typed or signed my name/signature below.

Title

Name

Signature ______________________________

Your signature binds you and your stated property to this Agreement even if we have not signed it.

DOYLE®
Security for your life.™

Contract Number: 221066

Licensed by N.Y. Department of State
License # 12000084040

Installation, Monitoring, and Service Agreement

Standard Commercial Security Agreement

1. TERM OF AGREEMENT: ~~RENEWAL~~: The term of this agreement shall be for a period of Months ~~and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date, hereof DOYLE shall be permitted from time to time to increase the monitoring charge by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. DOYLE may invoice Subscriber in advance monthly, quarterly, or annually at DOYLE's option. Unless otherwise specified herein, all recurring charges for services shall commence on the first day of the month next succeeding the date hereof, all payments due on the first day of the month.~~

2. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmissions from Subscriber's security system, DOYLE or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and subscriber may obtain a written response policy from DOYLE. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of DOYLE or DOYLE's designee Monitoring Center and DOYLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE except DOYLE may own the radio network, and DOYLE shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish DOYLE with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List DOYLE will make a reasonable effort to contact the first person reached or notified on the list via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with DOYLE's notification obligation. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests DOYLE to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE each such service. DOYLE may, without prior notice, suspend or terminate its services, in DOYLE's sole discretion, in event of civil unrest, rioting, or natural disaster which renders monitoring or first responder response impractical, or in the event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by DOYLE.

3. REPAIR SERVICE: Repair service includes all parts and labor, and DOYLE shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8~~f~~ a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning_damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without DOYLE's written consent.

4. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in this agreement, the equipment will transmit data via Subscriber's high-speed internet, cellular or radio communication service from remote device supplied by DOYLE or Subscriber's Internet or wireless connection device that is compatible with DOYLE's remote services. DOYLE will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed, or when system design permits, connect the system to the internet, over which DOYLE has no control. The remote services server is provided either by DOYLE or a third party. DOYLE shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. DOYLE shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and DOYLE shall no liability for access to the alarm system by others.

5. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. DOYLE does not provide Internet service, maintain Internet connection, wireless access or

Installation, Monitoring, and Service Agreement

communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber, making its monthly payments for remote access to the system DOYLE will authorize Subscriber access. DOYLE is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and DOYLE shall have no liability for such third party unauthorized access. DOYLE is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. DOYLE is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense.

6. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS/ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service, DOYLE or its designee shall store and/or backup data received from Subscriber's system for a period of one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by DOYLE and DOYLE has no responsibility for such access or IP address service. DOYLE shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided by, DOYLE will maintain the database for the operation of the Access Control System. Subscriber will advise DOYLE of all changes in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to DOYLE regarding personnel access must be in writing via email or fax to addresses designated by DOYLE. DOYLE shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access

7. AUDIO/VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio/Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. DOYLE shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is a selected service, DOYLE shall store data received from Subscriber's system for one year. DOYLE shall have no liability for data corruption or inability to retrieve data even if caused by DOYLE's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by DOYLE and DOYLE has no responsibility for such access or IP address service. If system has remote access DOYLE is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lockouts. DOYLE shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. DOYLE has made no representations and has provided no advice regarding the use of audio or video devices, and its Subscriber's sole responsibility to use the camera and audio devices lawfully.

8. STREAMING VIDEO DATA / CCTV / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the Monitoring Center and record video data reception, upon which, DOYLE or its designee central office, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of DOYLE or DOYLE's designee Monitoring Center and DOYLE does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of DOYLE and are not maintained by DOYLE, except DOYLE may own the radio network, and DOYLE shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish DOYLE with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to DOYLE in writing. Subscriber authorizes DOYLE to access the supervisory panel to input or delete data and programming. If Subscriber requests DOYLE to activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay DOYLE $49.95 for each such service. DOYLE may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. DOYLE shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by DOYLE.

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Installation, Monitoring, and Service Agreement

LIMITED WARRANTY ON SALE

9. In the event that any part of the security system becomes defective, DOYLE agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. DOYLE reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. DOYLE is not the manufacturer of the equipment and other than DOYLE's limited warranty; Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, DOYLE makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose and DOYLE shall not be liable for consequential damages. No equipment provided by DOYLE is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure of prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. DOYLE does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. DOYLE expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than DOYLE. DOYLE shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by DOYLE shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on DOYLE's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that DOYLE has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for DOYLE's breach of this agreement or negligence to any degree under this agreement is to require DOYLE to repair or replace, at DOYLE's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3 of this agreement. This Limited Warranty gives you specific legal rights and you may have other rights, which vary from state to state. If required by law, DOYLE will procure all permits required by local law and will provide Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

10. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF DOYLE: Provided Subscriber performs this agreement for the full term thereof, upon termination Doyle Security shall at its option provide to Subscriber the passcode to the CPU software for a fee of \$250.00 or change the passcode to the manufacturer's default code for a fee of \$250.00. Software programmed by DOYLE is the intellectual property of DOYLE and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties.

11. DELAY IN INSTALLATION / RISK OF LOSS OF MATERIAL: DOYLE shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including DOYLE's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of DOYLE, DOYLE shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber assumes all risk of loss of material once delivered to the job site. Should DOYLE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DOYLE for such service or material.

12. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is the Subscriber's sole responsibility to test the operation of the security equipment and to notify DOYLE if any equipment it is in need of repair. Service, if provided, is pursuant to paragraph 3. DOYLE shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, DOYLE shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise DOYLE of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and DOYLE fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to DOYLE, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by DOYLE, evidencing that warranty service was requested by Subscriber.

13. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System, which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made

Installation, Monitoring, and Service Agreement

by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 3 and will be repaired or replaced at Subscriber's expense payable at the time of service.. No apparatus or device shall be attached to or connect with the security system as originally installed without DOYLE's written consent.

14. ALTERATION OF PREMISES FOR INSTALLATION: DOYLE is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in DOYLE's sole discretion for the installation and service of the security system, and DOYLE shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, DOYLE shall not be responsible for the condition or the premises upon arrival and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

15. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlets and receptacles, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by DOYLE in its sole discretion and to notify DOYLE of any change in such service.

16. LIEN LAW: DOYLE or any subcontractor engaged by DOYLE to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

17. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless DOYLE, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by DOYLE's performance, negligence or failure to perform any obligation under or furtherance of this agreement. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against DOYLE or DOYLE's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of DOYLE, which shall not unreasonably be withheld. DOYLE shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

18. EXCULPATORY CLAUSE: DOYLE and Subscriber agree that DOYLE is not an insurer and no insurance coverage is offered herein. The equipment and DOYLE's services are designed to detect and reduce certain risks of loss, though DOYLE does not guarantee that no loss or damage will occur. DOYLE is not assuming liability, and, therefore, Subscriber agrees DOYLE shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue DOYLE for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, or water, regardless of whether or not such loss or damage was caused by or contributed to by DOYLE's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

19. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and DOYLE is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage DOYLE's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise due to failure of the equipment or DOYLE's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. DOYLE shall not be responsible for any portion of any loss or damage that is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against DOYLE and its subcontractors for loss or damages caused by perils intended to be detected by DOYLE's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance, except for gross negligence and willful misconduct.

20. LIMITATION OF LIABILITY: Subscriber agrees that, except for DOYLE'S gross negligence and willful misconduct, should there arise any liability on the part of DOYLE as a result of DOYLE'S breach of this contract, negligent performance to any degree or negligent failure to perform any of DOYLE'S obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that DOYLE'S liability shall be limited to the sum of $250.00 or 6 times the monthly payment for services being provided at time of loss, whichever is greater. If subscriber wishes to increase DOYLE'S amount of limitation of liability, subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain a higher limit by paying an annual payment consonant with DOYLE'S increased liability. This shall not be construed as insurance coverage and notwithstanding the foregoing, DOYLE'S liability shall not exceed its available insurance coverage. Subscriber acknowledges that this agreement contains exculpatory clause, indemnity, insurance, and allocation of risk and limitation of liability provisions.

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Security for your life.™

Contract Number: 221066

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License # 12000084040

Installation, Monitoring, and Service Agreement

21. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by DOYLE, the payments to be made by the Subscriber for the term of this agreement form an integral part of DOYLE's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix DOYLE's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to DOYLE, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as liquidated damages and DOYLE shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event of termination or Subscriber's breach of this agreement, DOYLE may, at its option, either remove its equipment or deem it sold to Subscriber for 80% the amount specified as the agreed value of the equipment in addition to the liquidated damages provided for herein.

~~The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by DOYLE against Subscriber, Subscriber shall not be permitted to interpose any counterclaim.~~ Subscriber may bring claims against DOYLE only in subscriber's individual capacity and not as a class action plaintiff or class action member in any purported class or representative proceeding. ~~Any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by binding and final arbitration before a single arbitrator administered by Arbitration Services Inc., its successors or assigns, in Nassau County, New York, pursuant to its arbitration rules at www.arbitrationservicesinc.com and the Federal Arbitration Act, except that no punitive or consequential damages may be awarded. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision, the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of New York, except for arbitration that is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where DOYLE's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against DOYLE in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.~~

22. DOYLE'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that DOYLE is authorized and permitted to subcontract any services to be provided by DOYLE to third parties who may be independent of DOYLE, and that DOYLE shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties, except that Subscriber appoints DOYLE to act as Subscriber's agent with respect to such third parties, except that DOYLE shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to DOYLE's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and third party indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of DOYLE.

23. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify DOYLE in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event DOYLE discovers the presence of suspected asbestos or other hazardous material, DOYLE shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate DOYLE for any additional expenses caused by the delay. If DOYLE, in its sole discretion, determines that continuing the work poses a risk to DOYLE or its employees or agents, DOYLE may elect to terminate this agreement on 3-day notice to Subscriber and Subscriber shall compensate DOYLE for all services rendered and material provided to date of termination. DOYLE shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall DOYLE be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

24. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of DOYLE assigned by DOYLE to perform any service for or on behalf of Subscriber for a period of two years after DOYLE has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, DOYLE shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with DOYLE, times twelve, together with DOYLE's counsel and expert witness fees.

25. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse DOYLE for any fees or fines relating to permits or false alarms. DOYLE shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response, this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should DOYLE be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay DOYLE for such service or material.

DOYLE® Security for your life.™

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Installation, Monitoring, and Service Agreement

~~**26. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants DOYLE a security interest in the security equipment installed by DOYLE and DOYLE is authorized to file a financing statement.~~

~~**27. CREDIT INVESTIGATION:** Subscriber and any guarantor authorizes DOYLE to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.~~

28. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except DOYLE's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein.

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Installation, Monitoring, and Service Agreement

Additional Equipment, Systems and Service Disclaimer Notice

The undersigned acknowledges that a representative of Doyle Security Systems, Inc. (hereinafter referred to as "DOYLE" or "Alarm Company") has explained additional equipment, systems and protection that may be available from DOYLE, for additional charges, and the undersigned has had a sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- Hard wired systems
- Wireless systems
- Additional contacts
- Motion detectors
- Audio surveillance
- Guard response
- Stationary guards
- UL, ETL, or other national recognized testing lab approved installation
- UL, ETL or other nationally recognized testing lab approved monitoring
- Sprinkler / fire alarm
- Electrical surge protection
- Data storage and retrieval
- Access control
- Fire, smoke, carbon monoxide, water, heat, temperature
- Roof, attic walls, exterior
- Independent secondary systems
- Video monitoring
- Cellular / radio backup
- Latest technology
- Dedicated telephone line communication

The undersigned acknowledges that:

- Not all of the above services are available or offered by DOYLE but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.
- The DOYLE explained the difference between VOIP and standard telephone line service and that DOYLE recommends use of standard telephone line service and communication since VOIP [voice over internet service} may be less reliable and not compatible with the alarm system. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk.
- That DOYLE is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the subscriber's responsibility to secure access to the system with passcodes and lockouts.
- That DOYLE has advised the undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service, and
- That smoke detectors and other battery-operated devices must be checked monthly, batteries replaced at least annually, and that the undersigned is responsible to check and replace batteries.

If DOYLE is taking over this system installed by anyone other than DOYLE:

- Subscriber declines inspection of existing system installed by others and assumes all risk and conditions of the system and has only requested DOYLE to reprogram communication and monitor existing system with no repair obligation.

DOYLE® Security for your life.™

Doyle Security Systems
2 Summit Court, Suite 102, Fishkill, NY 12524

VIDEO SURVEILLANCE SYSTEM

PROPOSAL SUBMITTED TO:
City of Newburgh

BUSINESS PHONE:
(845) 569-8092

DATE:
July 22nd 2024

MAILING ADDRESS:
City Hall Comptroller's Office
83 Broadway 4th Floor
Newburgh, NY 12550

JOB NAME/LOCATION:
City of Newburgh Public Water
493 Little Britain Road
Newburgh, NY 12550

Thank you for the opportunity to submit our proposal to add additional cameras to the City of Newburgh Drinking Water Facility.

SCOPE OF WORK:
Doyle Security Systems will install and configure Four new cameras to watch the Exterior Gates and the surrounding areas. Two of these Cameras will be License Plate Recognition Cameras and will be able to obtain the license plate of vehicles passing through the line of site.
<u>We will upgrade your NVR to accommodate the new cameras.</u>

64 CHANNEL IP BASED RACK MOUNT NETWORK VIDEO RECORDER:
Doyle will furnish and install one (1)64-Channel, IP Rack Mount Network Video Recorder. This recorder offers the following:

- 16 Channel 160M 4K 1.5U 16 PoE 4HDD NVR
- 320 Mbps Bit Rate Input Max (up to 8-ch IP Video)
- 2 SATA interfaces
- 1.5U case – 19"
- 16 port PoE
- DDNS support
- iPad, iPhone, Droid
- IE support
- NVR will be located in the lower level

HDD:
12 Terabyte – specifically designed to record at all times. This HDD has a much higher durability than a normal HDD.

4MP INDOOR/OUTDOOR VANDAL DOME
Doyle Security will furnish and install Two (2) Cameras , with the following features:

- 1080P Resolution
- 1/3 Progressive Scan CMOS
- Vandal Resistant Metal Housing
- 0 Lux with IR on
- Weather Resistant IP66 Classification

- Infrared Technology effective at up to 20 meters
- Power over Ethernet

The above cameras will be installed as follows:
- Gate 1
- Gate 2

4MP INDOOR/OUTDOOR LICENSE PLATE CAMERA:
Doyle Security will furnish and install Two (2) Cameras , with the following features:
- 1080P Resolution
- 1/3 Progressive Scan CMOS
- Vandal Resistant Metal Housing
- 0 Lux with IR on
- Weather Resistant IP66 Classification
- Power over Ethernet

The above cameras will be installed as follows:
- Gate 1
- Gate 2

PLENUM CAT6 WIRE
Doyle Security Systems uses Plenum wire for all network camera installations as the plenum wire will meet all required fire codes.

5 PORT POE ENVIRONMENTALY HARDENED SWITCH
Doyle Security Systems will install a new Power over Ethernet switch to add to the existing network switch due to the current switch being full.

INVESTMENT DATA

*****Pricing guaranteed for 60 days*****

PURCHASE PRICE: The Above Work can be completed for the price of $13445.80 Thirteen Thousand Four Hundred Forty Five Dollars Eighty Cents.

DEPOSIT: A 50 percent deposit is due when the contract is accepted, and the balance is due within ten (10) days of completion and sign-off of proposed work.

***NOTES*:**
1. *Owner* is to furnish the following:
   a. 120VAC outlet at location of monitor, recorder, power supply and UPS.
   b. Adequate shelf space for monitor & recorder.
2. The DVR is network ready. *Owner* is to supply a cable modem or DSL connection. For reliable viewing, the broadband connection lines have to provide a minimum of 1500kBps of bandwidth for transmitting video pictures. If the bandwidth is reduced it will greatly impact video quality and speed. *Doyle/CIA* cannot be responsible for reduced bandwidth from the broadband supplier. Please check to ensure that your system will be compatible with the broadband service provided and the required bandwidth is available. Static IP address is recommended.
3. Please review the ventilation for your new DVR. Please ensure that there is adequate ventilation for the video equipment and/or the rack. The proposed video equipment pulls air through the front of each unit

which should be near 72 degrees or less and exhausts the warmer air out of the back. The console must be able to exhaust this warmed air to maintain the proper cooling for the equipment. Failure in providing adequate ventilation will result in shorter life expectancies of the proposed equipment. *Client* is responsible for maintaining adequate ventilation and keeping air filters clean.

4. Adequate lighting is the responsibility of the *client*. It is impossible to determine if the existing lighting is adequate to provide good picture quality. The existing lighting may be suitable close to the building; however, the lighting at the perimeter of the property may not be adequate. If the picture quality is not suitable, it will be the *owner's* responsibility to furnish more lighting. Blooming is a condition whereby the light level exceeds the camera's capability to adjust. When blooming occurs, the picture will appear washed out. Excessive lighting is typically found on bright, sunny days, particularly after a snow storm.
5. *Owner* is to furnish a secure location for DVR and all other security related equipment. The surveillance system quoted here may have powerful internal fans to maintain correct operating temperature. For some individuals these fans are found to be loud. Please select a location where this noise won't cause disturbance to you.
6. Capturing and recording License Plate images is a process that requires high resolution cameras with advanced filtering to clearly see the license plate in images suffering from heavy glare and vehicle headlights while providing supplemental lighting to illuminate the reflective nature of a license plate at night or during low light times. *Doyle/CIA Security* can provide, install and configure specialized surveillance cameras that will read license plates. If this proposal does not include a license plate capture camera please know that reading a license plate on any given vehicle day or night is unlikely.
7. Any changes in the scope of work will be done on a separate agreement.
8. *Doyle/CIA* has provided surge protection on the main power circuit of the video system. There is no guarantee that your system will be free from any spikes or surges.
9. **Firewall & Internet Security**: The *owner* shall be responsible for providing a reasonable level of network security and supplying all firewall equipment. Please review this requirement with your *computer consultant.*
10. Guarantee does not cover any network problems, internet outages, smart phone apps or router issues that may occur. Telephone support is available and will be invoiced at $45.00 per hour (one hour Minimum). Please have a *Network Administrator* available if you require telephone support.
11. Raceway/conduits may be installed in areas where wire runs cannot be concealed.
12. *Doyle/CIA* makes no representations or guarantees as to the condition, usability or type of the existing wiring. If any issues are found, we will address it under separate agreement.

EMAIL ADDRESS:______________________________

By providing your email address, you give Doyle/CIA Security the permission to send invoices, system notification alerts as well as other administration notifications. In addition, we will send confirmations and reminders of upcoming service appointments that you make. The safety and security of our clients is our primary concern so please be assured that we WILL NOT under any circumstances share/sell your email address.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE:
Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.

ACCEPTED BY:

____________________ ____________________

AUTHORIZED SIGNATURE PLEASE TYPE OR PRINT NAME

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

RESOLUTION NO. ___216_____ - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE ON THE PROPERTY LOCATED AT 54 WILKIN STREET (SECTION 26, BLOCK 3, LOT 31) SOLD AT PRIVATE SALE TO DOMINIQUE WALLACE-MILLS

WHEREAS, by Resolution No.: 88-2024 of April 24, 2024, the Council of the City of Newburgh, New York, authorized the sale of 54 Wilkin Street (Section 26, Block 3, Lot 31) to Dominique Wallace-Mills; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of completing her financing requirements, and the City Manager granted the request to extend the time to close title until September 24, 2024; and

WHEREAS, the resolution of the issues took longer than expected and the purchaser has requested additional time to close title; and

WHEREAS, this Council has determined that granting the additional requested extension 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 an extension of time to close title for the property located at 54 Wilkin Street is hereby authorized until November 15, 2024.

RESOLUTION NO.: 217 - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A U.S. DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT IN THE AMOUNT OF $23,568.00 FOR PERSONAL PROTECTIVE EQUIPMENT FOR THE EMERGENCY SERVICES UNIT OF THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the City of Newburgh wishes to accept for a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program grant in the amount of $23,568.00; and

WHEREAS, such grant funding will be used to purchase personal protective equipment for the Emergency Services Unit of the Police Department; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded would be in the best interests of the City of Newburgh and its residents, and the City of Newburgh Police Department;

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 apply for and accept if awarded a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant in the amount of $23,568.00 to purchase personal protective equipment for the Emergency Services Unit of the Police Department; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

2024 New York Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NY	ALBANY COUNTY	County	*	
NY	ALBANY CITY	Municipal	$67,117	$67,117
NY	BROOME COUNTY	County	*	
NY	BINGHAMTON CITY	Municipal	$26,847	$26,847
NY	CHAUTAUQUA COUNTY	County	*	
NY	JAMESTOWN CITY	Municipal	$16,754	$16,754
NY	DUTCHESS COUNTY	County	*	
NY	POUGHKEEPSIE CITY	Municipal	$17,317	$17,317
NY	ERIE COUNTY	County	*	
NY	AMHERST TOWN	Township	$12,475	
NY	BUFFALO CITY	Municipal	$184,265	
NY	CHEEKTOWAGA TOWN	Township	$15,960	$212,700
NY	JEFFERSON COUNTY	County	*	
NY	WATERTOWN CITY	Municipal	$11,733	$11,733
NY	MONROE COUNTY	County	$12,450	
NY	ROCHESTER CITY	Municipal	$124,192	$136,642
NY	NIAGARA COUNTY	County	*	
NY	NIAGARA FALLS CITY	Municipal	$29,025	$29,025
NY	ONEIDA COUNTY	County	*	
NY	UTICA CITY	Municipal	$25,950	$25,950
NY	ONONDAGA COUNTY	County	$15,576	
NY	SYRACUSE CITY	Municipal	$92,606	$108,182
NY	ORANGE COUNTY	County	*	
NY	NEWBURGH CITY	Municipal	$23,568	$23,568
NY	RENSSELAER COUNTY	County	*	
NY	TROY CITY	Municipal	$24,669	$24,669
NY	SCHENECTADY COUNTY	County	*	

NY	SCHENECTADY CITY	Municipal	$35,711	$35,711
NY	WESTCHESTER COUNTY	County	*	
NY	MOUNT VERNON CITY	Municipal	$28,025	
NY	YONKERS CITY	Municipal	$47,520	$75,545
NY	GREECE TOWN	Township	$10,913	
NY	HEMPSTEAD CITY	Municipal	$23,491	
NY	NASSAU COUNTY	County	$108,386	
NY	NEW YORK CITY	Municipal	$4,023,772	
NY	SUFFOLK COUNTY	County	$92,453	
	Local total		**$5,070,775**	

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

<table>
<tr><th colspan="3">SECTION A. COMPLETED BY GRANT REQUESTOR</th></tr>
<tr><td>NAME OF PROJECT FOR GRANT:
2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program</td><td>NAME OF DEPARTMENT REQUESTING GRANT:

Police Department</td><td>NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT:
Chief Rola</td></tr>
<tr><td>NAME OF GRANT/NAME OF AWARDING AGENCY:
US Dept. of Justice
O-BJA-2024-172239</td><td>GRANT SUBMITTAL DATE:

10/22/2024</td><td>AMOUNT OF AWARD:

$23,568</td></tr>
<tr><td>MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND)

No</td><td>AMOUNT REQUIRED BY THE CITY OF NEWBURGH:

-0-</td><td>(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:</td></tr>
<tr><td colspan="3">PROJECT PLAN:

Scope of Project: The Police Department would like to use JAG grant funds to purchase individual protective equipment to support the functioning of the Emergency Services Unit.

Project Timeline: (ex. Dates) 11/1/2024 – 10/31/2026</td></tr>
<tr><td colspan="3"></td></tr>
</table>

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: COMMENTS: N/A
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO COMMENTS: N/A
STAFFING ISSUES REVIEWED? YES/NO: COMMENTS: N/A
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO CITY COMPTROLLER SIGNATURE:____________________ DATE:____________________ NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CORPORATION COUNSEL AND THE CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE:____

DATE:____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

____

SECTION D: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE:____

DATE:____

BUREAU OF JUSTICE ASSISTANCE

FACT SHEET

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

Program Overview

Named after Edward "Eddie" R. Byrne, an officer in the New York City Police Department who was murdered while protecting a witness in a drug case, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the leading federal source of criminal justice funding to state and local jurisdictions. Administered by the Bureau of Justice Assistance (BJA), the JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas including:

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- planning, evaluation, and technology improvement;
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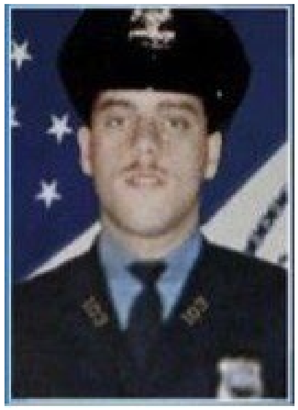
About Officer Byrne



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NYPD lost one of its finest that day, and Eddie's family lost a loved and cherished son and brother. Leaving behind his parents and three brothers, Eddie's brothers continued the family tradition of law enforcement and justice by dedicating their careers to the field.

BJA is honored to administer "Byrne" funding to communities nationwide in memory of Officer Byrne.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter (@DOJBJA). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 307098

2024 New York Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2024 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2022 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
NY	ALBANY COUNTY	County	*	
NY	ALBANY CITY	Municipal	$67,117	$67,117
NY	BROOME COUNTY	County	*	
NY	BINGHAMTON CITY	Municipal	$26,847	$26,847
NY	CHAUTAUQUA COUNTY	County	*	
NY	JAMESTOWN CITY	Municipal	$16,754	$16,754
NY	DUTCHESS COUNTY	County	*	
NY	POUGHKEEPSIE CITY	Municipal	$17,317	$17,317
NY	ERIE COUNTY	County	*	
NY	AMHERST TOWN	Township	$12,475	
NY	BUFFALO CITY	Municipal	$184,265	
NY	CHEEKTOWAGA TOWN	Township	$15,960	$212,700
NY	JEFFERSON COUNTY	County	*	
NY	WATERTOWN CITY	Municipal	$11,733	$11,733
NY	MONROE COUNTY	County	$12,450	
NY	ROCHESTER CITY	Municipal	$124,192	$136,642
NY	NIAGARA COUNTY	County	*	
NY	NIAGARA FALLS CITY	Municipal	$29,025	$29,025
NY	ONEIDA COUNTY	County	*	
NY	UTICA CITY	Municipal	$25,950	$25,950
NY	ONONDAGA COUNTY	County	$15,576	
NY	SYRACUSE CITY	Municipal	$92,606	$108,182
NY	ORANGE COUNTY	County	*	
NY	NEWBURGH CITY	Municipal	$23,568	$23,568
NY	RENSSELAER COUNTY	County	*	
NY	TROY CITY	Municipal	$24,669	$24,669
NY	SCHENECTADY COUNTY	County	*	

NY	SCHENECTADY CITY	Municipal	$35,711	$35,711
NY	WESTCHESTER COUNTY	County	*	
NY	MOUNT VERNON CITY	Municipal	$28,025	
NY	YONKERS CITY	Municipal	$47,520	$75,545
NY	GREECE TOWN	Township	$10,913	
NY	HEMPSTEAD CITY	Municipal	$23,491	
NY	NASSAU COUNTY	County	$108,386	
NY	NEW YORK CITY	Municipal	$4,023,772	
NY	SUFFOLK COUNTY	County	$92,453	
	Local total		**$5,070,775**	

BUREAU OF JUSTICE ASSISTANCE

FACT SHEET

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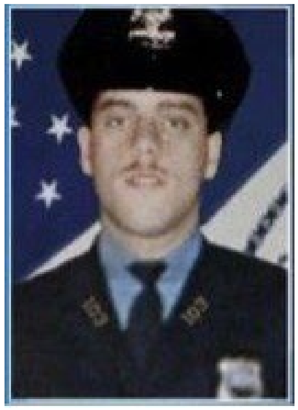

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BJA is honored to administer "Byrne" funding to communities nationwide in memory of Officer Byrne.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter (@DOJBJA). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 307098

RESOLUTION NO.: _____218______ - 2024

OF

OCTOBER 15, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AND ACCESS AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH AND ITS CONTRACTED AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY IN CONNECTION WITH A PFAS MULTI-SITE STUDY INVESTIGATING POTENTIAL HEALTH EFFECTS FROM PFAS EXPOSURES

WHEREAS, the New York State Department of Health and the University at Albany were selected by the Centers for Disease Control and the American Toxic Substances Disease Registry to conduct a study to investigate potential health effects from PFAS exposures in Hoosick Falls, Petersburgh, and Newburgh, New York; and

WHEREAS, the New York State Department of Health has requested access to Washington Lake for the purpose of collecting and analyzing sediment core samples from Washington Lake as part of larger effort to reconstruct historical surface water PFAS concentrations in the lake and, an integral part of the PFAS Multi-Site Study; and

WHEREAS, the New York State Department of Health has requested access to City-owned water supply property identified as Section 97, Block 3, Lot 10, Section 4, Block 1, Lot 12.2, Section 4, Block 1, Lot 10, Section 4, Block 1, Lot 9.21 and Section 4, Block 3, Lot 1.1on the official tax map of Orange County ("the City Property") solely for the purpose of collecting sediment core samples; and

WHEREAS, the City agrees to provide access to the New York State Department Health and its contracted agents to the portions of the City Property to perform the work, subject to the conditions provided within the attached License and Access Agreement; and

WHEREAS, this Council has reviewed the attached License and Access Agreement and has determined that entering into the same is 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 execute the License and Access Agreement with the New York State Department of Health and its contracted agents to allow access to City owned property in connection with the PFAS Multi-Site Study.

LICENSE AND ACCESS AGREEMENT

This License and Access 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 the New York State Department of Health (the “Licensee”), a New York State agency, having an address of ___________________________, collectively referred to herein as the “Parties”.

WHEREAS, the New York State Department of Health and the University at Albany were selected by the Centers for Disease Control and the American Toxic Substances Disease Registry to conduct a study to investigate potential health effects from PFAS exposures in Hoosick Falls, Petersburgh, and Newburgh, New York; and

WHEREAS, the New York State Department of Health has requested access to Washington Lake for the purpose of collecting and analyzing sediment core samples from Washington Lake (the “Scope of Work”) as part of larger effort to reconstruct historical surface water PFAS concentrations in the lake and, an integral part of the PFAS Multi-Site Study (the “Project”); and

WHEREAS, the City agrees to provide access to the New York State Department of Health and its contracted agents to Washington Lake to allow the Work, subject to the conditions provided herein;

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. 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, Washington Lake and surrounding parcels, identified as Section 97, Block 3, Lot 10, Section 4, Block 1, Lot 12.2, Section 4, Block 1, Lot 10, Section 4, Block 1, Lot 9.21 and Section 4, Block 3, Lot 1.1 on the official tax map of Orange County (the “City Property”) solely for the purpose of collecting sediment core samples (the “Right of Access”). Licensee's Right of Access applies to Licensee’s employees, contractors, sub-contractors and consultants as may be necessary to complete the Scope of Work. The Right of Access does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the City 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 December 31, 2024, unless modified by the Parties as set forth in Section 11 of this Agreement.

3. <u>Scope of Work</u>. Licensee's activities will include the tasks as described in Licensee's Lake Washington Expedited Sediment Collection and Dating Work Plan, attached as Exhibit "A" (collectively, the "Activities"). All Activities will be at the expense of the Licensee.

4. <u>Conditions of Access</u>.

4.1 <u>Minimum Disturbance</u>. Licensee, its consultants and contractors, shall access the City Property in such location and position and perform the Activities in such manner that will comply fully with the provisions of any laws, ordinances or other lawful authority and to obtain any and all permits required thereby. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to Licensor owned infrastructure as well as any other features located on the City Property. Licensee, its consultants and contractors, shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property and comply with applicable work safety and other requirements.

4.2 <u>Hours of Access</u>. Access to the City Property by Licensee, and its designated representatives, contractors and subcontractors, will generally occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, unless otherwise authorized in advance by Licensor in writing.

4.3 <u>Licensor Access</u>. Licensor reserves the right to be present and to monitor the Activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensee will coordinate with Licensor in order for a designated Licensor representative to be present during the performance of the Activities and also to have an engineering consultant, designated by Licensor, to be present with the ability to obtain a split of any samples taken.

4.4 <u>Liability for Environmental Contamination</u>. All costs associated with sediment removal and/or cleanup activities shall be fully identified in the Scope of Work, appropriately addressed during the activities, and funded by the Project budget. Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, and agrees in general to follow all best management practices while operating on the City Property. Licensee will be responsible for properly handling of and off-site disposal of all materials it generates on or from the City Property, including but not limited to any contaminated soils, sediments or liquids, and the Licensee will have no liability regarding the collected sediment samples. Any material generated from the activities not needed for Project purposes shall be collected and disposed of at an approved off-site location.

4.5 <u>Dig Safely NY 811</u>. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for utility markouts on the City Property. Licensee further represents that they will incur all costs associated with any required private markouts as necessary to locate underground utilities within any area to be excavated 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 Approval of Plans. Licensee shall submit the Scope of Work for approval by the Licensor prior to undertaking the Activities. Licensee shall incorporate all comments from Licensor into the Scope of Work. The Scope of Work shall clearly show the location of collection access, staging areas, existing utilities, existing and proposed topography, existing property boundaries, stockpiles areas, erosion & sediment control measures and shall include all applicable construction details necessary to complete the Activities.

4.7 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 Activities. All soil disturbances and embankment slopes shall be stabilized.

4.8 Upon completion of the Activities, the Licensee shall provide the City with a copy of any laboratory analytical reports and any final written report regarding the Activities and Scope of Work.

5. Insurance.

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. Insurance certificates are annexed hereto as Exhibit "B". 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.

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.

(a) Licensor represents that it has the power and authority to grant the License and Right of Access 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 Capital infrastructure work on the City Property, so as to avoid or minimize interference with the Activities.

(b) Licensor represents and ensures that Licensee will have access to cross over and stage equipment in designated equipment staging areas on the City Property for the purposes set forth in this Agreement. If equipment and material staging areas are required, such areas shall be clearly defined in the Scope of Work and such locations shall be given prior written approval by the Licensor before the mobilization of any contractors or sub-contractors to the City Property. 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. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has received permission from New York State to complete the Scope of Work and Activities contemplated in this Agreement. Licensee further represents that it has fully executed access agreements or will obtain 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 not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor.

9. 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.

10. 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.

11. Termination. Licensor may terminate this Agreement 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.

12. General Provisions.

12.1 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.

12.2 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.

12.3 Entire Agreement. This Agreement, together with the Exhibits, 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.

12.4 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.

Remainder of this page intentionally left blank
Signature page to follow

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.:

THE PEOPLE OF THE STATE OF NEW YORK Acting by and through the Commissioner of Health
LICENSEE

By: ______________________________

Approved as to form:

____
MICHELLE KELSON, Corporation Counsel

____
JANICE GASTON, City Comptroller

Remainder of this page intentionally left blank/Exhibits to follow

Schedule A – Scope of Work

INSERT SCOPE OF WORK HERE

Lake Washington Expedited Sediment Collection and Dating Work Plan

Scope of Work

October 4, 2024

Background

The New York State Department of Health (DOH) and the University at Albany have received grant funding to help implement a federal research study of potential health effects from consumption of drinking water containing certain per- and polyfluoroalkyl substances (PFAS). This is a nationwide epidemiological investigation authorized by the National Defense Authorization Acts of 2018 and 2019, overseen by the US Centers for Disease Control and Prevention and the Agency for Toxic Substances and Disease Registry. Among other grant deliverables, the DOH is responsible for reconstructing past PFAS exposures in the City of Newburgh, New York (the "City").

In the past, Newburgh residents consumed drinking water from the City's main reservoir, Lake Washington, which contained PFAS transported into the lake via Silver Stream. In an effort to reconstruct the history of drinking water PFAS transport into Lake Washington, and corresponding drinking water PFAS doses among City residents, the DOH is collaborating with scientists and engineers at the New York State Department of Environmental Conservation (DEC), EnviroScience, Inc., the University of Rhode Island Graduate School of Oceanography, and DOH's Wadsworth Center to collect and age-date sediment cores from Lake Washington and Silver Stream.

Lake Washington Sediment Cores

On Day 1 of these investigations, EnviroScience, Inc., staff will mobilize from Stow, Ohio, and stage a 24-foot pontoon boat, a derrick, and a VibeCore-D corer in the northeast corner the Frank Masterson Memorial Recreation Area parking area on Lockwood Basin, along Little Britain Road (Figure 1). Care will be taken to not block park exit or entry points, or any park structure.

On Day 2, DOH, DEC, and EnviroScience, Inc. staff will attempt to employ the VibeCore-D corer to collect four 4-inch diameter sediment cores from Lake Washington. Sediment cores will be collected along a primary transect extending from the Silver Stream tributary inlet into the lake at an approximate 35-degree angle (Figure 2, left-hand yellow line). On the nearshore end of the transect, the investigators will seek to sample far enough from the tributary inlet to avoid scouring. On the far end of the transect, sampling will avoid sampling within the 1931 ake contour and accommodate the practical water depth limitations associated with the corer.

A review of historical USGS topographic maps (Figures 3 and 4) indicated that there was a considerable southwesterly extension of the impoundment *ca*. 1932, and soil from this era would constitute a useful date marker. Therefore, core collection will begin just beyond the lake shoreline *ca*. 1931, approximately 450 feet along the primary transect where the lake water depth is estimated at 10 to 20 feet below water surface.

If four satisfactory cores are not obtained along the first transect, then the investigators will move to a backup transect drawn from the bite along the south shoreline toward the center of the lake at an approximate 20-degree angle (Figure 1, right-hand yellow line). On the nearshore end of the transect, the investigators will seek to sample far enough from the bite to avoid excessive sedimentation and disturbance. On the far end of the transect, sampling will need to avoid the *ca*. 1931 pond contour and a subsurface mound while again accommodating the practical water depth limitations associated with the corer.

Ideally, sediment cores will contain *ca*. 1932 soil near the core base, indicating a key date marker for confirmation of sediment deposition dates and the calculation of lake sedimentation rates.

Silver Stream Sediment Cores

At the behest of the City Engineer, and to further inform DOH's understanding of historical PFAS transport into Lake Washington, the DOH will also collect hand-held open-barrel corer or VibeCore Mini sediment core samples at the Silver Stream retention basin (Figure 5). The basin is near the Route 207/Route 300 Diversion Gate and is owned by the City. This part of Silver Stream experienced direct runoff from nearby major PFAS sources, even when the diversion gates were closed over the years by the City of Newburgh. Access is obtained via an open area along Route 300.

Precautions

DOH staff shared core collection plans with the City Engineer and discussed all aspects of the project. The investigators will not undertake any excavations. It is anticipated that the upper few inches of loose watery material will be temporarily resuspended by the vibracore as the corer penetrates sediment. This will most likely be sediment deposited relatively recently, and so containing relatively low PFAS concentrations.

Once on the lake, care will be taken to avoid the abandoned trunk line (Figure 2), the Silver Stream tributary inlet, the Murphy's Ditch inlet, the Route 207 bridge, the 20-inch and 30-inch water mains, the lakeside nearest Masterson Park (established *ca.* 1974), areas of historical shoreline construction (e,g., dams, roads), prior sediment sampling points, potential scour zones, and any additional areas identified by City of Newburgh staff.

Laboratory Analyses

Sediment cores will be extruded and divided into slices (samples), and then cesium-137 and lead-210 age-dated to identify conforming cores (*i.e.*, cores that demonstrate little or no sediment mixing over time). Concentrations of PFAS, total organic carbon, and selected metals will be determined in a subset of core slices deemed useful for quantifying PFAS deposition over time and factors that impact PFAS deposition and retention.

Figure 1. Day 1 location of the core collection rig (yellow triangle) at Masterson Memorial Recreation Area parking area.

Figure 2. Primary (left) and secondary (right) transects for core sample collection (yellow lines extending from the Lake Washington shoreline). The abandoned wooden trunk line (to be avoided) is indicated in brown.

Figure 3. USGS topographic map image of Lake Washington and Lockwood Basin (1931).

Figure 4. USGS topographic map image of Lake Washington and Lockwood Basin (1935).

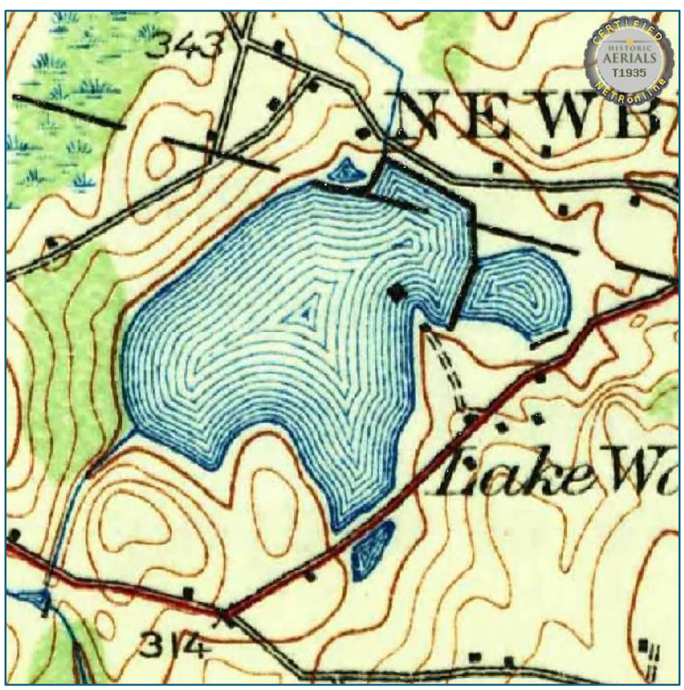


Figure 5. Approximate retension basin sampling point (blue triangle) below Route 300.

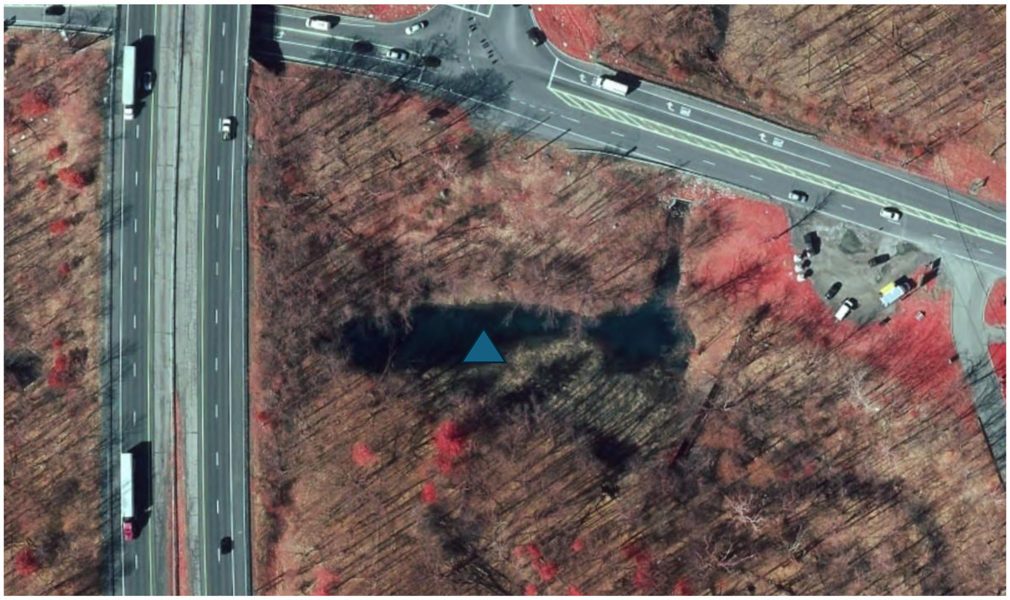
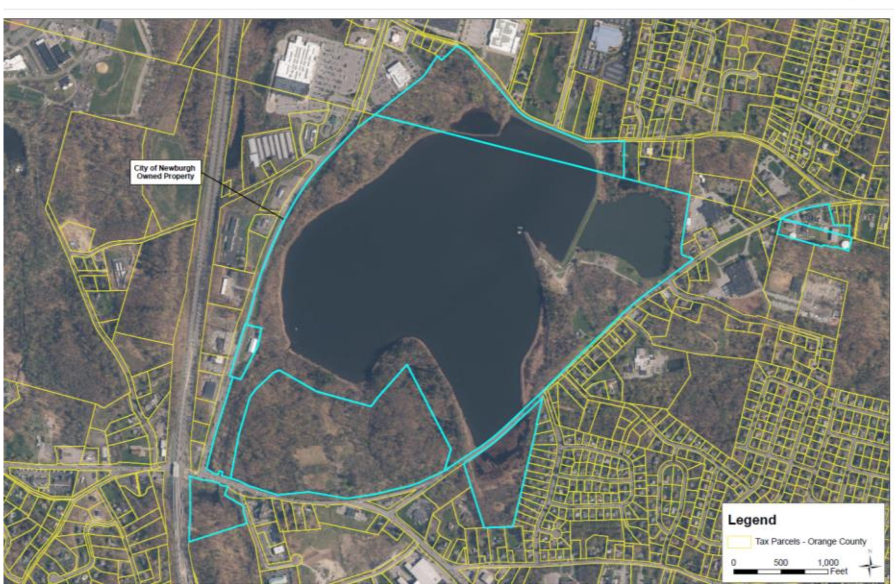


Figure 6. City of Newburgh owned property. Silver Stream basin is at the lower left.



Schedule B – Insurance Certificates

INSERT INSURANCE CERTIFICATES HERE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
312 Elm Street, 24th Floor
Cincinnati, OH 45202
513 852-6300

CONTACT NAME: Lynn Plona
PHONE (A/C, No, Ext): 513 852-6300 FAX (A/C, No): 513 852-6428
E-MAIL ADDRESS: lynn.plona@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Homeland Insurance Company of New York	34452
INSURER B : Benchmark Insurance Company	41394
INSURER C : Travelers Property Cas. Co. of America	25674
INSURER D : Underwriters at Lloyd's London	L0032
INSURER E :	
INSURER F :	

INSURED
EnviroScience, Inc.
Scientific Equipment, LLC
5070 Stow Road
Stow, OH 44224-1530

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7930123260001	12/23/2023	12/23/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						Stop Gap	$1,000,000
C	AUTOMOBILE LIABILITY			TC2JCAP117D4262TIL	06/30/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			7930123270001	12/23/2023	12/23/2024	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
B	DED RETENTION $			MNGRX000017501	12/23/2023	12/23/2024	Excess	$5M Occ/5M Agg
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9P5320802451K includes Maritime	10/01/2024	10/01/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Prof/Poll Liab			7930123260001	12/23/2023	12/23/2024	$1,000,000 Per Claim	
D	Cyber Liability			CELPCYB240013400	06/30/2024	10/01/2025	$3,000,000 Occ/Agg	
C	P & I Liability			ZOH91N4814224ND	06/30/2024	10/01/2025	$1,000,000	

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

C: Hull Coverage - ZOH91N4814224ND 06/30/2024 - 10/01/2025 $422,741

City of Newburgh & New York State Department of Health are provided additional insured status on the General Liability , Automobile Liability and Umbrella Liability policies per the automatic Additional Insured endorsements on the General Liability and Automobile Liability policies (Umbrella follows the GL (See Attached Descriptions)

CERTIFICATE HOLDER

City of Newburgh
83 Broadway
Newburgh, NY 12550

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

DESCRIPTIONS (Continued from Page 1)

additional insured provisions), only when the Named Insured has a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. This coverage applies on a primary and noncontributory basis when required by written contract with the named insured subject to policy terms and conditions. A waiver of subrogation in favor of the Additional Insureds is included on the General Liability, Automobile Liability, Workers Compensation and Umbrella Liability policies when required by written contract with the Named Insured and where permitted by state law. The umbrella/excess policy listed are follow form over underlying coverage (General Liability, Pollution Liability and Professional Liability).

RESOLUTION NO.: _____219______- 2024

OF

OCTOBER 15, 2024

A RESOLUTION TO IMPLEMENT A CITY-WIDE CURFEW FOR MINORS 16 YEARS OF AGE AND UNDER BEGINNING OCTOBER 31, 2024 AT 9:00 P.M. AND ENDING NOVEMBER 1, 2024 AT 6:00 A.M.

WHEREAS, the City of Newburgh has a general obligation to ensure the safety and welfare of the general population of the City including minors, along with protection of private property; and

WHEREAS, October 31st is associated with Halloween related activities, including "Trick or Treating" and other related outdoor activities, some of which might be prejudicial to the safety and welfare of the population and protection of private property; and

WHEREAS, the City of Newburgh determines that the passage of a curfew resolution for Halloween and the preceding night will assist in protecting the welfare of minors by reducing the likelihood of their involvement in inappropriate behavior, while aiding parents or guardians of minors entrusted in their care;

NOW THEREFORE, BE IT RESOLVED:

THIS COUNCIL HEREBY DECLARES a city-wide curfew for minors from 9:00 P.M. until 6:00 A.M. starting at 9:00 p.m. on Thursday, October 31, 2024, and ending at 6:00 a.m. on Friday, November 1, 2024; and

BE IT FURTHER RESOLVED, this Council urges all parents to inform their children and supervise the implementation of this City-wide curfew so that we may avoid problems and promote the safety, health and welfare of our City's young people and property owners; and

BE IT FURTHER RESOLVED, that it shall be a defense to a violation of this curfew that the minor was accompanied by the minor's parent or guardian, engaged in an employment activity, or involved in an emergency or other legally justifiable activity.

RESOLUTION NO.: __220__ - 2024

OF

OCTOBER 15, 2024

RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 28, 2024 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING SECTION C4.00 ENTITLED 'LEGISLATIVE POWERS FIXED IN COUNCIL' OF THE CITY CHARTER OF THE CITY OF NEWBURGH" TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Section C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to Increase the Annual Salary of the Mayor and Council Members"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of October, 2024 in the Third Floor, Council Chambers, City Hall, 83 Broadway, Newburgh, New York; and

LOCAL LAW NO.: ________ - 2024

OF

________________________, 2024

A LOCAL LAW AMENDING SECTION C4.00
ENTITLED "LEGISLATIVE POWERS FIXED IN COUNCIL"
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members".

SECTION 2 – AMENDMENT

§ C 4.00 of the City Charter is hereby amended as follows:

All the legislative powers of the City, however, conferred upon or possessed by it, are hereby fixed in a board to be known as the "Council of the City of Newburgh" to be composed of the Mayor and six Council members. It shall be, for all purposes, the Common Council of the City. The Mayor shall receive an annual salary of $25~~15~~,000, the two Council Members elected by the qualified voters of the City shall receive an annual salary of $22,500, and the four Council Members elected by the qualified voters from the wards from which they are elected shall receive an annual salary of $20,000 ~~and the other six members of the Council shall each receive an annual salary of $12,000~~, payable in equal monthly installments.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted if such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included

~~Strikethrough~~ denote deletions
Underlining denotes additions

therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Charter affected thereby.

SECTION 5 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect on January 1, 2025 after being filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and upon expiration of the time period for filing a petition for permissive referendum. In the event that a petition is duly filed and a referendum held, this Local Law shall take effect after said referendum has been duly passed by a majority of voters and has been duly filed in the Office of the New York State Secretary of State.

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