

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 24, 2025 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

PRESENT: Mayor Torrance Harvey, presiding; Councilmember Martinez, Councilmember McLymore, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, *Councilmember Sofokles -7

**Arrived, virtual attendance, after the roll call*

COMMUNICATIONS

Approval of the minutes from the City Council meeting of February 10, 2025 / Aprobacion del Acta de la Reunion General del Consejo del 10 de febrero de 2025

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Carried

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Chief of Staff Mike Neppl highlighted key points in city business.



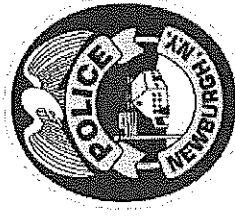
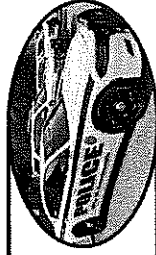
City Manager's Update

Newburgh City Council Meeting

Monday, February 24, 2025

City of Newburgh Police Department

Police Monthly Operations Report



Part One Crime				
Jan 1 - 31	2024	2025	Raw Change	% Change
Murder	0	0	0	UNC
Rape	4	1	-3	-75%
Robbery	3	4	1	33%
Agg. Assault	11	12	1	9%
Res. Burglary	7	10	3	43%
Comm. Burglary	2	6	4	200%
Larceny - Theft	42	30	-12	-29%
Auto Theft	7	2	-5	-71%
Total	76	65	-11	-14%
Violent Crime	18	17	-1	-6%
Property Crime	58	48	-10	-17%

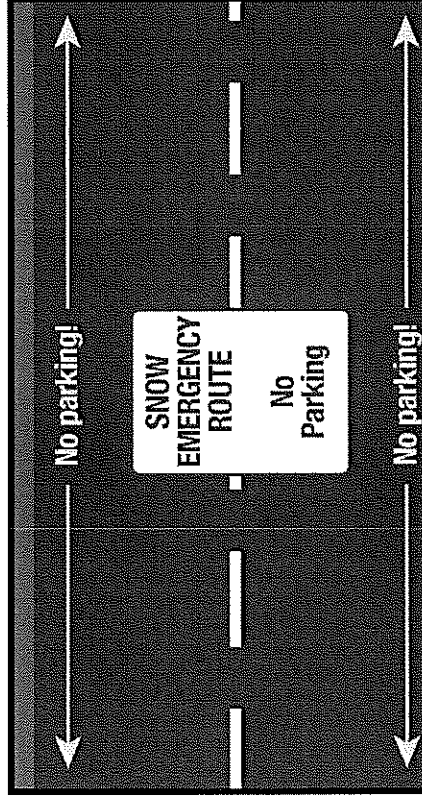
Arrests	
Number of Arrests	147
Gender	
Female	31
Male	116
Cause of Arrest	
Arrest Warrant	37
Bench Warrant	17
Complaint	25
Court Summons	2
Crime in Progress	64
Order of Protection	1
Other	1

FOR NON-EMERGENCY CALLS, PLEASE DIAL: 845-569-7405



POLICE DEPARTMENT UPDATE

Snow Emergency Parking



**Get Automatic
Snow Emergency Updates!**

Sign up for City News via Notify Me® at
cityofnewburgh-ny.gov





CITY OF NEWBURGH DPW UPDATE

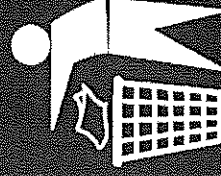
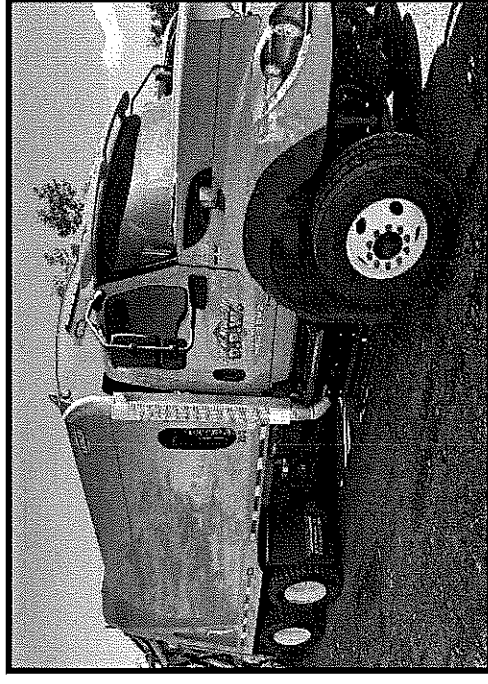
Sanitation and Enforcement Totals

SANITATION TOTALS FOR THE MONTH OF JANUARY

- 822 tons of solid waste
- 93 tons of recyclable material

SANITATION ENFORCEMENT TOTALS FOR MONTH OF JANUARY

- 290 Warning letters issued



PLEASE DISPOSE OF
TRASH PROPERLY



CITY OF NEWBURGH DPW UPDATE

Hudson River Waterfront Trail Cleanup



Before



In-Progress



After



CITY OF NEWBURGH DPW UPDATE

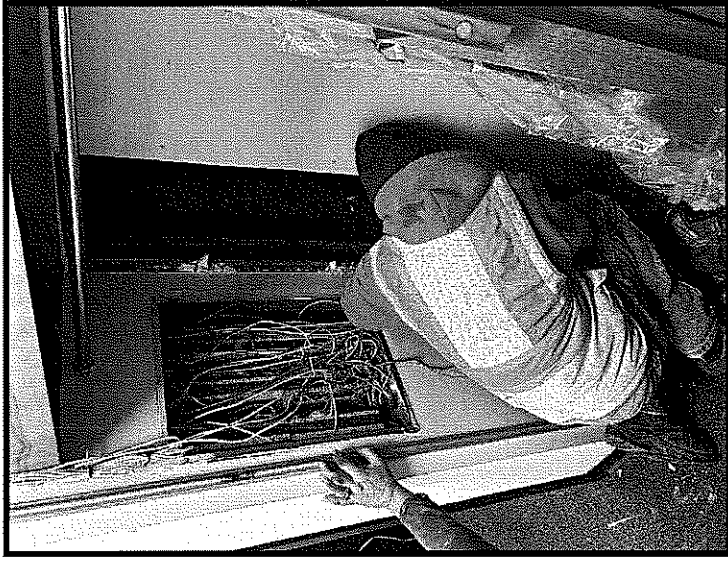
Repairs & Improvements Across the City



*New Faucets at
City Hall*



*Courthouse Roof
Replacement*



*Pipe Replacement in
Public Safety Building*



PLANNING AND DEVELOPMENT UPDATE

Land Use Board Approvals

Planning Board

5 approvals
11 applications

Zoning Board of Appeals

8 approvals
11 applications

Architectural Review Board

8 approvals
13 applications



FORM: LDAOI
Land Development Application
City of Newburgh, New York, Planning Board
83 Broadway, Newburgh, New York 12550
Phone: (845) 569-7386
www.cityofnewburgh-ny.gov

GENERAL INFORMATION:

Project Name/ Address: _____

Project Descriptions
(Brief): _____

Application for:

- Check all that apply:
- ☐ Site Plan: Answer all parts of Form PB01
 - ☐ Subdivision: Answer all parts of Form PB02
 - ☐ Special Use Permit: Answer all parts of Form PB01 and PB03
 - ☐ Special Parking Permit: Answer all parts of Form PB04
 - ☐ Area Variance: Answer all parts of Form ZBA01
 - ☐ Use Variance: Answer all parts of Form ZBA02

Applicant:

Name:			
Address:			
City:	State:	Zip:	
Phone:			
Fax:			
Email:			

Property Information:

Street Address:	Newburgh	State:	NY	Zip:	12550
City:	Section:	Block:	Lot(s):		
Tax Map Designation:	Section:	Block:	Lot(s):		
Zoning District:					

FOR INTERNAL USE ONLY

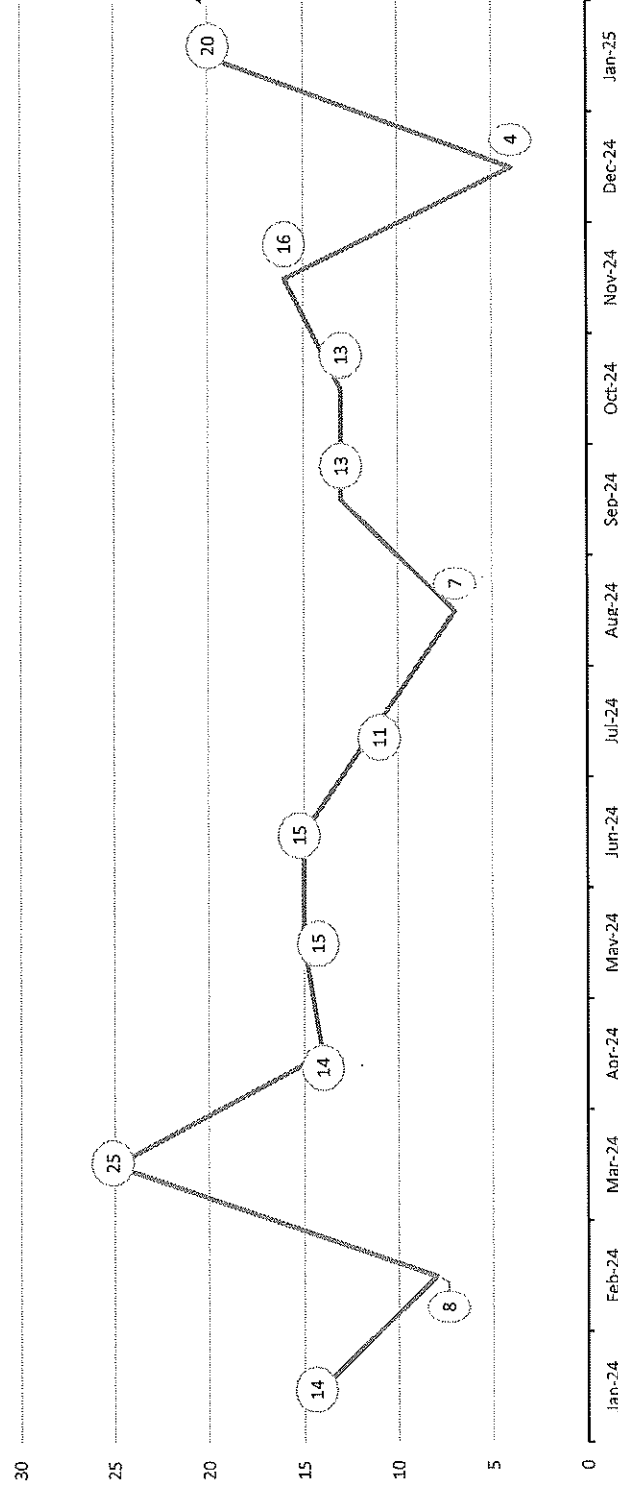
Application Resins Date:	Index/Appeal Number:
Meeting Date:	Public Hearing:
Fee Paid:	Completed LDAO:
Informational:	Part 1 EAF from mayor:



PLANNING AND DEVELOPMENT UPDATE

Request for Informational Reports

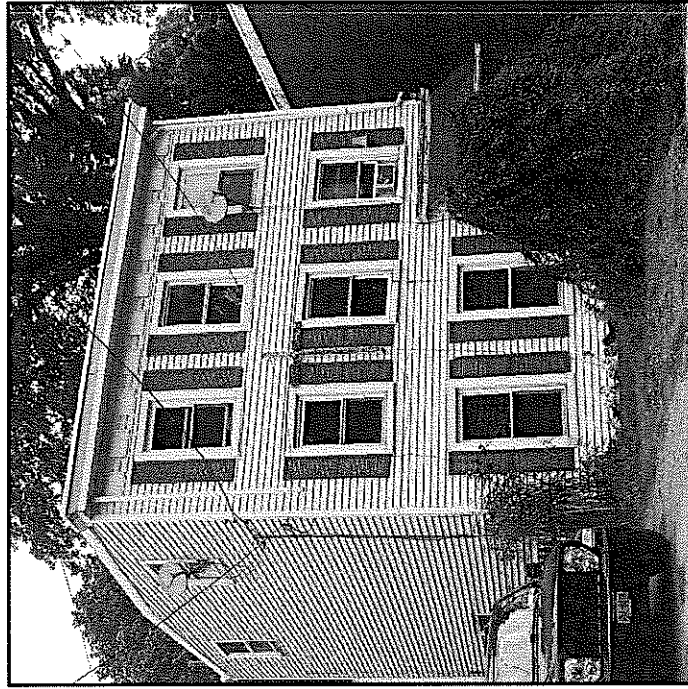
Monthly Informational Reports Issued
Jan. '24 to Jan. '25



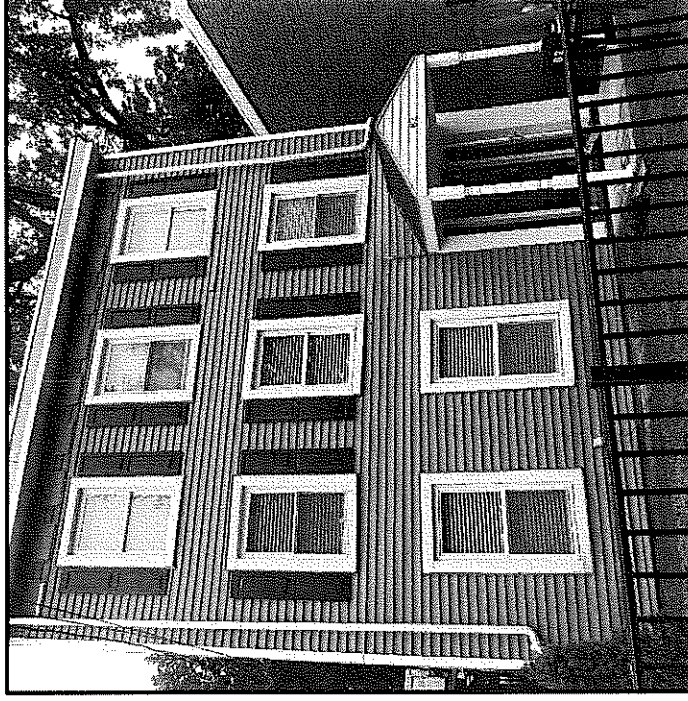


PLANNING AND DEVELOPMENT UPDATE

City Owned Property For Sale



Before

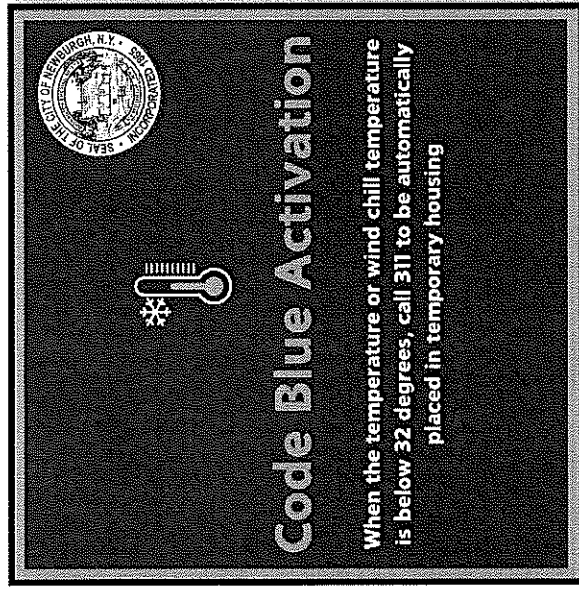


After



PLANNING AND DEVELOPMENT UPDATE

Code Blue Reminder



What is Code Blue?

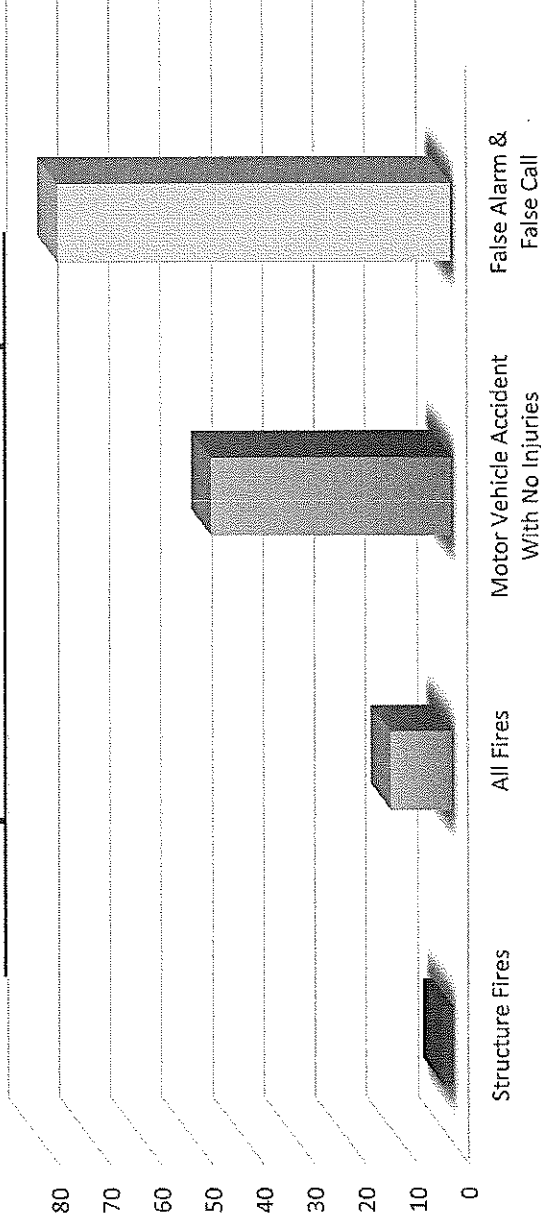
- Code Blue is activated when the outdoor temperature or wind chill temperature is below 32 degrees
- When Code Blue is active, individuals can call **311** and be automatically placed in temporary housing regardless of other circumstances.

FOR A COMPLETE GUIDE OF PUBLIC HOUSING RESOURCES, VISIT THE CITY WEBSITE AT
CITYOFNEWBURGH-NY.GOV

CITY OF NEWBURGH FIRE DEPARTMENT UPDATES

January 2025

Fire Department Incident Snapshot

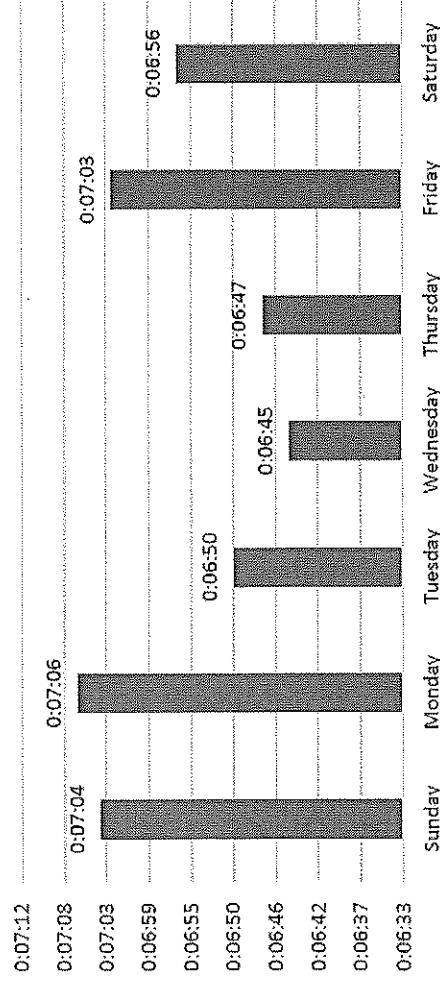


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Structure Fires	2	0.81%
All Fires	12	4.43%
Motor Vehicle Accident - No Injury	47	19.03%
False Alarm & False Call	86	34.78%
TOTAL CALLS	247	

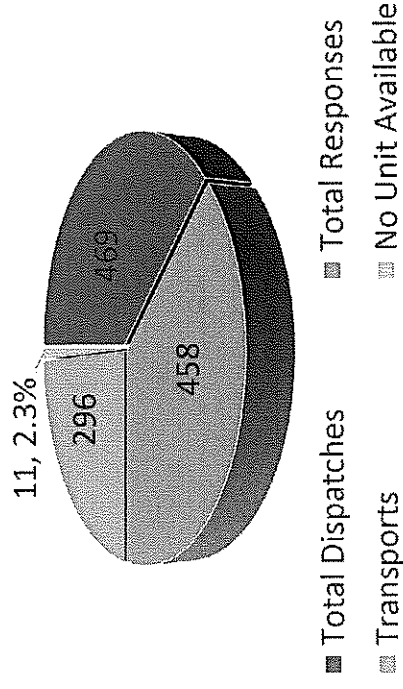
EMERGENCY MEDICAL SERVICES UPDATE

Response Time & Call Data for January 2025

AVG Response Time by Day of Week



City of Newburgh Call Volume
January 2025



**We're
Hiring!**

DELANO HITCH AQUATIC CENTER

Hiring For The Inaugural 2025 Season!



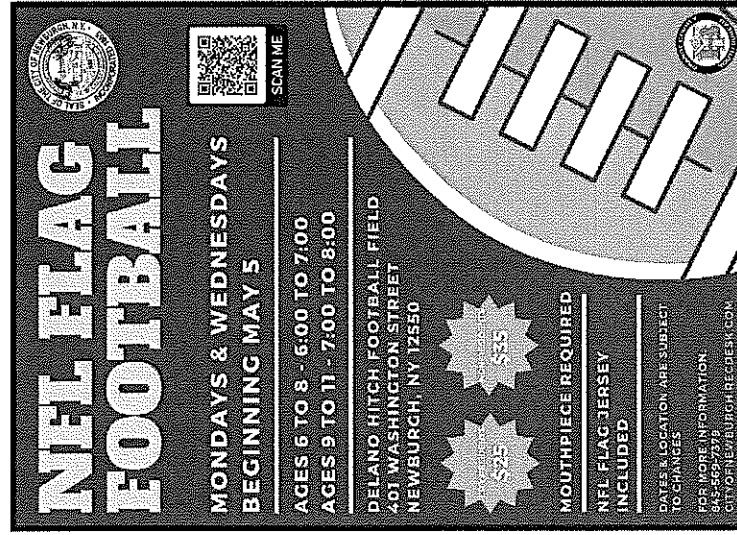
Seasonal Positions:

- Pool Director & Assistant Pool Director
- Attendants & Laborers
- Water Safety Instructors & Lifeguards

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

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

COMMUNITY UPDATE



NFL FLAG FOOTBALL

**MONDAYS & WEDNESDAYS
BEGINNING MAY 5**

AGES 6 TO 8 - 6:00 TO 7:00
AGES 9 TO 11 - 7:00 TO 8:00

DELANO HITCH FOOTBALL FIELD
401 WASHINGTON STREET
NEWBURGH, NY 12550

**EXPERIENCE THE
\$25**

**EXPERIENCE THE
\$35**

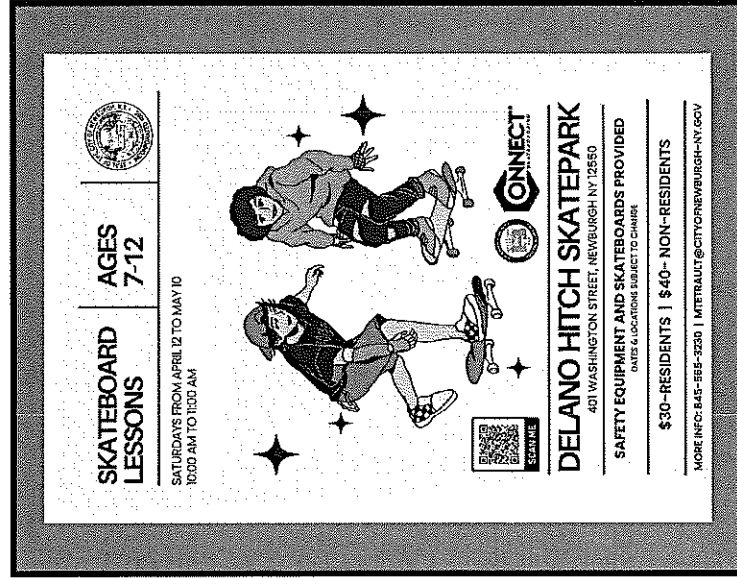
MOUTHPIECE REQUIRED

**NFL FLAG JERSEY
INCLUDED**

DATES & LOCATION ARE SUBJECT
TO CHANGES

FOR MORE INFORMATION:
845-569-7379
CITYOFNEWBURGH.RECDESK.COM

SCAN ME



**SKATEBOARD
LESSONS**

**AGES
7-12**

SATURDAYS FROM APRIL 12 TO MAY 10
10:00 AM TO 11:00 AM

CONNECT

DELANO HITCH SKATEPARK

401 WASHINGTON STREET, NEWBURGH, NY 12550

SAFETY EQUIPMENT AND SKATEBOARDS PROVIDED
DATES & LOCATION SUBJECT TO CHANGE

\$30-RESIDENTS | \$40- NON-RESIDENTS

MORE INFO: 845-569-3330 | METRAULT@CITYOFNEWBURGH-NY.GOV

SCAN ME



**Gardening
Program**

**Thursdays, from
March to October**

401 Washington Street
Newburgh, NY 12550

From 4:30 PM to 5:30 PM

SCAN ME

DATES & LOCATION ARE SUBJECT TO CHANGES

FOR MORE INFORMATION:
845-569-7379
CITYOFNEWBURGH.RECDESK.COM

Interested in joining a program? Visit cityofnewburgh.recdesk.com or call 845-565-3230
Register Today!

Black History Month Panel Discussion:

"How Do We Protect Freedom, Justice and Democracy?"



*Mayor Torrance R. Harvey
&
Councilmember Robert D. McLymore, Sr.*

BOARD & COMMISSION VACANCIES REMINDER

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL:
BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION:
CITY HALL – 83 BROADWAY

***City of Newburgh residency is a
requirement to join***

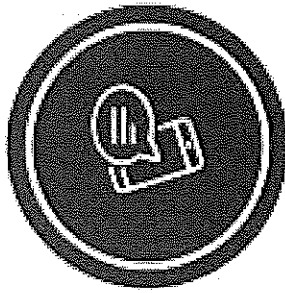


CITY OF NEWBURGH SEEKS

**MEMBERS FOR THE
POLICE COMMUNITY RELATIONS
& REVIEW BOARD**

NEWS FLASH

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▼ Agenda Center

METHOD	LIST NAME	DESCRIPTION
	Architectural Review Commission	Subscribe to be notified when agendas for the Architectural Review Commission are posted.
	Arts & Cultural Commission	Subscribe to be notified when agendas for the Arts & Cultural Commission are posted.
	City Council	Subscribe to be notified when agendas for the City Council Work Sessions and Hearings are posted.
	City Services Commission	Subscribe to be notified when agendas for the City Services Commission are posted.
	Conservation Advisory Council	Subscribe to be notified when agendas for the Conservation Advisory Council are posted.
	Industrial Development Agency (IDA)	Subscribe to be notified when agendas for the IDA are posted.
	Planning Board	Subscribe to be notified when agendas for the Planning Board are posted.
	Transportation Advisory Committee	Subscribe to be notified when agendas for the Transportation Advisory Committee are posted.
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▼ Government Jobs

METHOD	LIST NAME	DESCRIPTION
	Current Vacancies	Subscribe to be notified when new job vacancy announcements are posted.
	Open-Competitive Exams	Subscribe to be notified when new Open-Competitive Exams are posted.
	Promotional Exams	Subscribe to be notified when new Promotional Exams are posted.

▼ News Flash

METHOD	LIST NAME	DESCRIPTION
	City News	Subscribe to receive the latest news & announcements from the City of Newburgh.

Please remember to add your spam blocker to allow mail from listserv@newburgh.com.

▲ Back to Top



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press@cityofnewburgh-ny.gov

PRESENTATIONS

Presentation of Certificate to Harold Rayford by Councilmember Shakur

Mayor Harvey joined Councilmember Shakur and the entire city council in presenting a Certificate of Recognition to Coach Harold Rayford, for his outstanding dedication and tireless efforts in fostering a sense of community, integrity and sportsmanship for the youth at the Newburgh Zion Lions Basketball League. They thanked him for his contributions to our city, and to our city's growth and prosperity.

Councilmember Shakur said this recognition is well deserved, as shown by the outpouring of support displayed in the room tonight. Coach Rayford has been doing this for a long time. He played basketball before he became a coach, and he passed along his skills to the children. He is creating a pathway for the children and sending them to other places to play basketball.

Coach Rayford thanked God for all the glory. He said he could never accept any award without the unconditional love and support of his wife and former City Councilmember Hillary Rayford. He thanked Mr. Kaplan for opening the doors of the Newburgh Armory, to allow the basketball league to use the facility year-round. None of this would be possible without his staff, all of whom are volunteers. You are only as good as your staff is. He thanked the council for recognizing him. His son, who came from the program, is now a coach at a Division II school in Tennessee. All of this shows us that we can make things happen in Newburgh. He gave a special thanks to Councilmembers Shakur and McLymore for attending the special tournament for Black History Month. It is important for the children to see support from their city.

Mayor Harvey commented. With all the powers vested in him, as Mayor, he recommended Rayford and his family be given the Key to the City. We want to put his name in the annals of history in our city government. He recalled when the program was at the YMCA on Grand Street. All his nephews, as well as his sons, played with Newburgh Zion Lions. We are going to put it into motion and put it on the calendar. We must put our money where our mouth is and get some funding for this organization.

Police Department Update for 2024

The City of Newburgh Police Department Update for 2024 Annual Report was presented by Police Chief Brandon Rola.

Councilmember Martinez thanked him for the detailed report. She receives a lot of questions about crime stats in the city. She is pleased to see our numbers are looking better, and she appreciates all the hard work that the police department performs every day.

Councilmember McLymore said this is an awesome, and in-depth report. It gives us a detailed look at what is going on in our police department. This provides a great perspective for the community to follow, and it also shows us the department is interacting with the community more. Community relations are extremely important. He sees the improvement and he is grateful for it. It is also important to see that our officers are getting trained to deal with all types of calls and incidents.

Councilmember Monteverde said the report is impressive. The fact that we have a very diverse police department, including many women employed in the department, is very impressive. The training and curriculum are fantastic too. She shouted out the auxiliary and chaplain departments for the great job they do too. The data really shows the crime in Newburgh seems to be trending down. She asked Chief Rola if there is a reason why this appears to be the case.

Chief Rola explained that it is consistency, it's working with officers through better training, as well as leadership and supervision. In 2024 he aimed at the push to focus on the work. He pointed out that the department was always doing the work, but he discovered that when you focus on the work, and everybody focuses on the same message, then it makes a huge difference.

Councilmember Shakur said he knew Chief Rola since he started his career in the City of Newburgh. He came up through the ranks, and he is what we have been looking for in our police department. There is only thing wrong in the department, and he planned to speak with Rola about it later. Shakur said that Rola has his full support though. We want to show the community that our city is moving forward. It will never be perfect; but we are working on it.

Councilmember Sklarz said this is an impressive report. For a three-person unit, the parking enforcement unit is extremely busy, and the revenue is being generated. The report also shows a significant reduction in firearms. We need to get the word out, because the feeling is that people always look for the negative. We stabilized the salaries to increase staff retention, which is huge.

Chief Rola explained that morale has improved and there is a buzz in the department, which all adds to people wanting to stay and work here. Also, in the Top 10 calls for services, none of them are crazy types of crime. These are the types of calls that every city and town experiences. These are roughly 50% percent of the entire call volume in the police department.

Councilmember Sofokles thanked him for his report. It is important to know that Chief Rola moved up through the ranks in our city, so he is not new. She thanked him for his leadership, and for what is going on in the police department.

Mayor Harvey said this is a very comprehensive report. He doesn't think he has ever seen a report so detailed in the nine years he has sat on the council. The numbers truly don't lie. People love to keep that old narrative going about the crime in Newburgh; but the people at the NYSDCJS know the numbers in the City of Newburgh are amazing. They always ask him what we are doing in Newburgh. Harvey said it is a confluence of different elements, including foot patrols, extensive training, as well as leadership, which is commendable.

The technological improvements are impressive, and we are now approaching the 21st Century in our police department. The police awards ceremony that is held each year is amazing. Seeing our police department, at full strength in one room, really makes you say 'Wow'. The numbers are reflective of the community. Our police department is one of the most diverse in this county.



CITY OF NEWBURGH POLICE DEPARTMENT

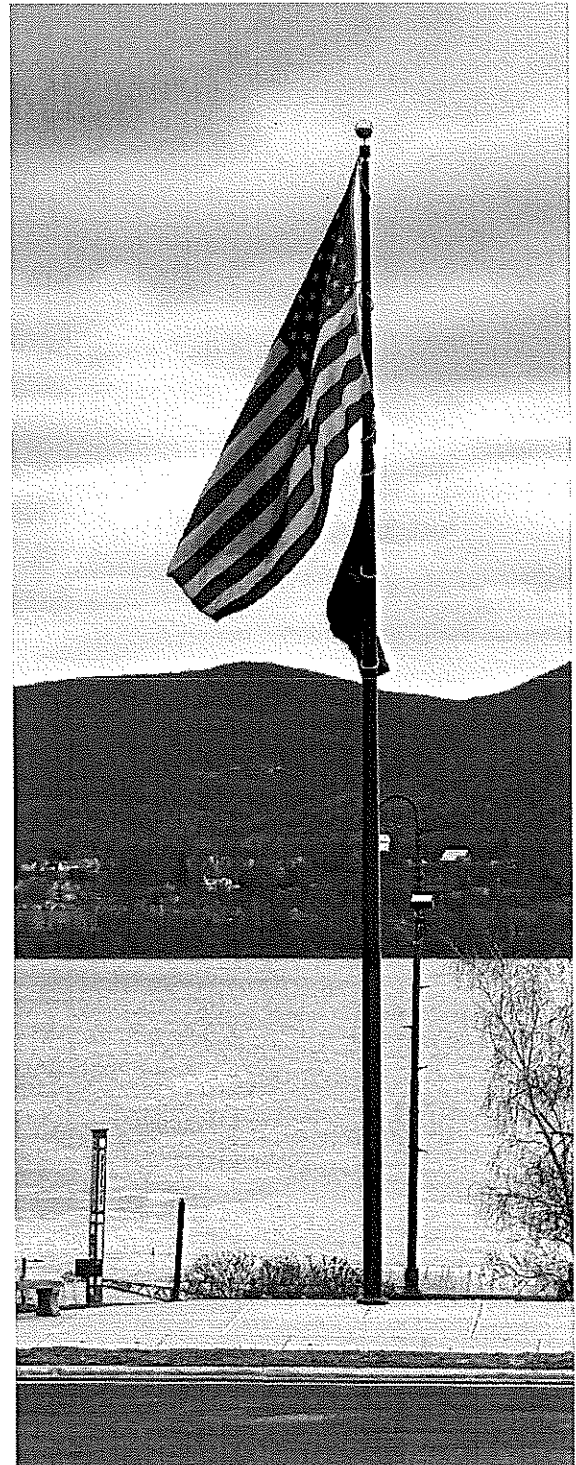
2024 Annual Report

55 Broadway
Newburgh, NY 12550



TABLE OF CONTENTS

History of the Department	03
Mission and Vision	04
Core Values	05
Organizational Chart	06
Goals and Objectives	07
Sworn Personnel	08
Civilian Personnel	09
Hiring and Resignations	10
Investigative Division	11
Uniform Patrol Division	12
Emergency Services Unit & Broadway Foot Post	13
K-9 Unit & Drone Unit	14
ATV Unit & Drone Unit	15
Animal Control & Parking Enforcement	16
Auxiliary Officers, Chaplaincy Unit & Training	17
Community Events & Building Improvements	18
Awards Ceremony	19
Grants	20
Statistics	22



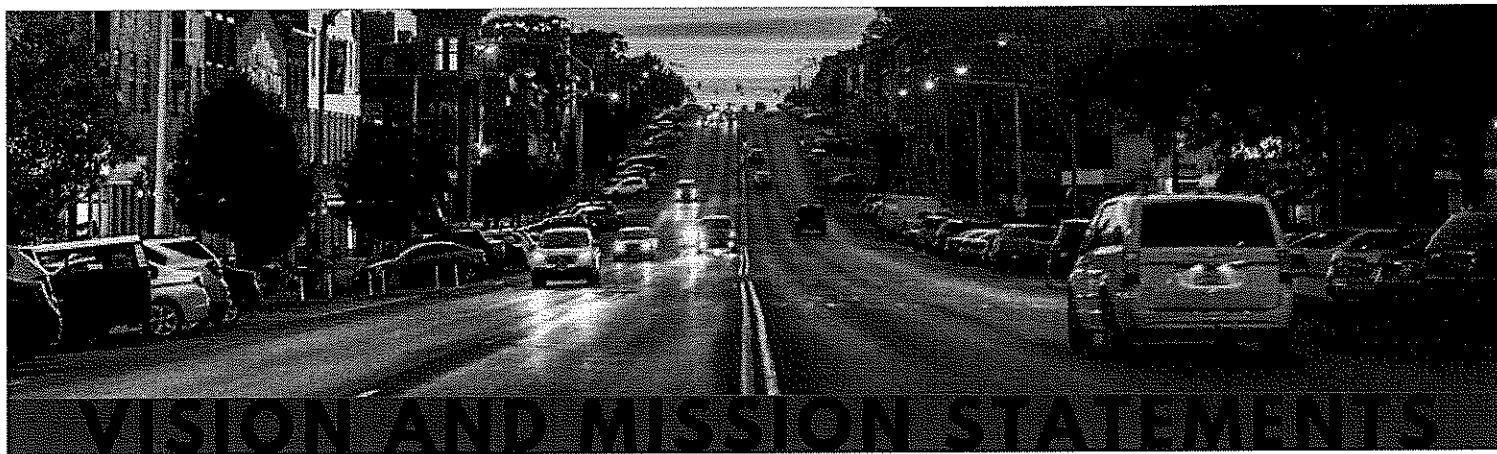
DEPARTMENT HISTORY

By 1865, nearly 14,000 persons lived in Newburgh. The Civil War ended and Newburgh then incorporated into a city. George Clark was elected the first Mayor and on March 11, 1866, the Common Council held its first meeting. Alexander Morgan was chosen to organize and manage a full-time, uniformed police department in the new City of Newburgh. Only 20 years earlier, in 1845, New York City had formed the very first uniformed city police department in the United States. All of the City of Newburgh officers kept their jobs at the pleasure of the Mayor and Common Council.

Newburgh's early police department consisted of twenty-two officers including the chief, two sergeants, two roundsmen, sixteen patrolmen, and one janitor. On April 6, 1869, the Newburgh Police Department was finally authorized with regulations, by Common Council Ordinance.

Police Headquarters at the turn of the century was located on First Street, between Montgomery and Smith Street in a three-story building apportioned into a courtroom, a sitting room, an office, sleeping rooms, and jail cells. The police patrol was divided into two shifts, which alternated from six hours on duty to six hours off duty during a 24-hour period. When an officer was not patrolling his assigned beat, he stayed at police headquarters ready to respond to any calls for help. Police Headquarters moved to Grand Street, in the rear, the first floor of what is now the City Hall building in 1896. Starting around 1900, the officers were placed under the guidelines of civil service.





VISION STATEMENT

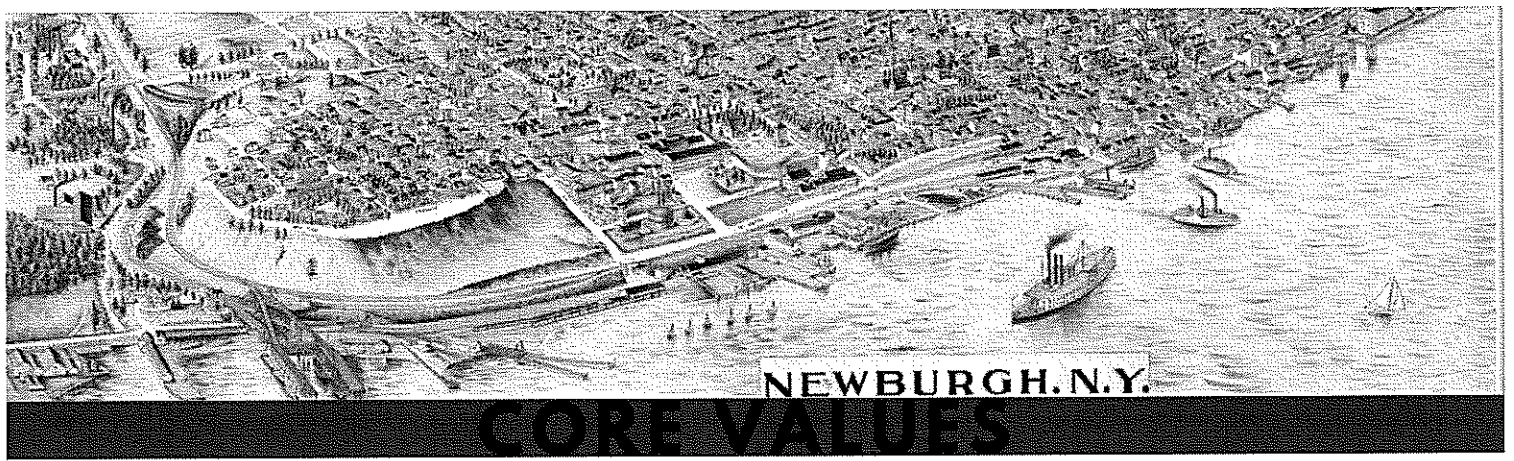
We strive to be a model law enforcement agency that is a learning organization committed to excellence, leadership, and achieving the community's trust.

MISSION STATEMENT

Safeguard our community through respecting and protecting all person's rights as we address fear, crime, traffic safety, and social disorder. Our mandate is to accomplish this by engaging in principled and evidence-based policing.

COMMON PURPOSE STATEMENT

Build partnerships as one community, with a shared commitment to coproducing public safety. Ensuring each encounter, internally and externally, demonstrates procedurally just practices through opportunity for voice; fair and impartial processes; respectful treatment; and trustworthy action.



COURAGE

We will maintain a commitment to physical, mental, and moral courage as we perform in times of adversity. We will acknowledge danger to oneself and to others but persist in our duty regardless.

FAMILY

We will recognize the unconditional mental, emotional, and physical sacrifices made while serving our community and the impact these sacrifices have on our family. Family represents the foundation of self, support, and love that is built on a continuum of resilience.

HONESTY & INTEGRITY

We will maintain firm adherence to moral and ethical principles, and doing the right thing regardless of the circumstances, placing objectivity over allegiance. We strive to earn the trust and respect of those whom we work with and serve, as we engage in value-based actions.

TRUST

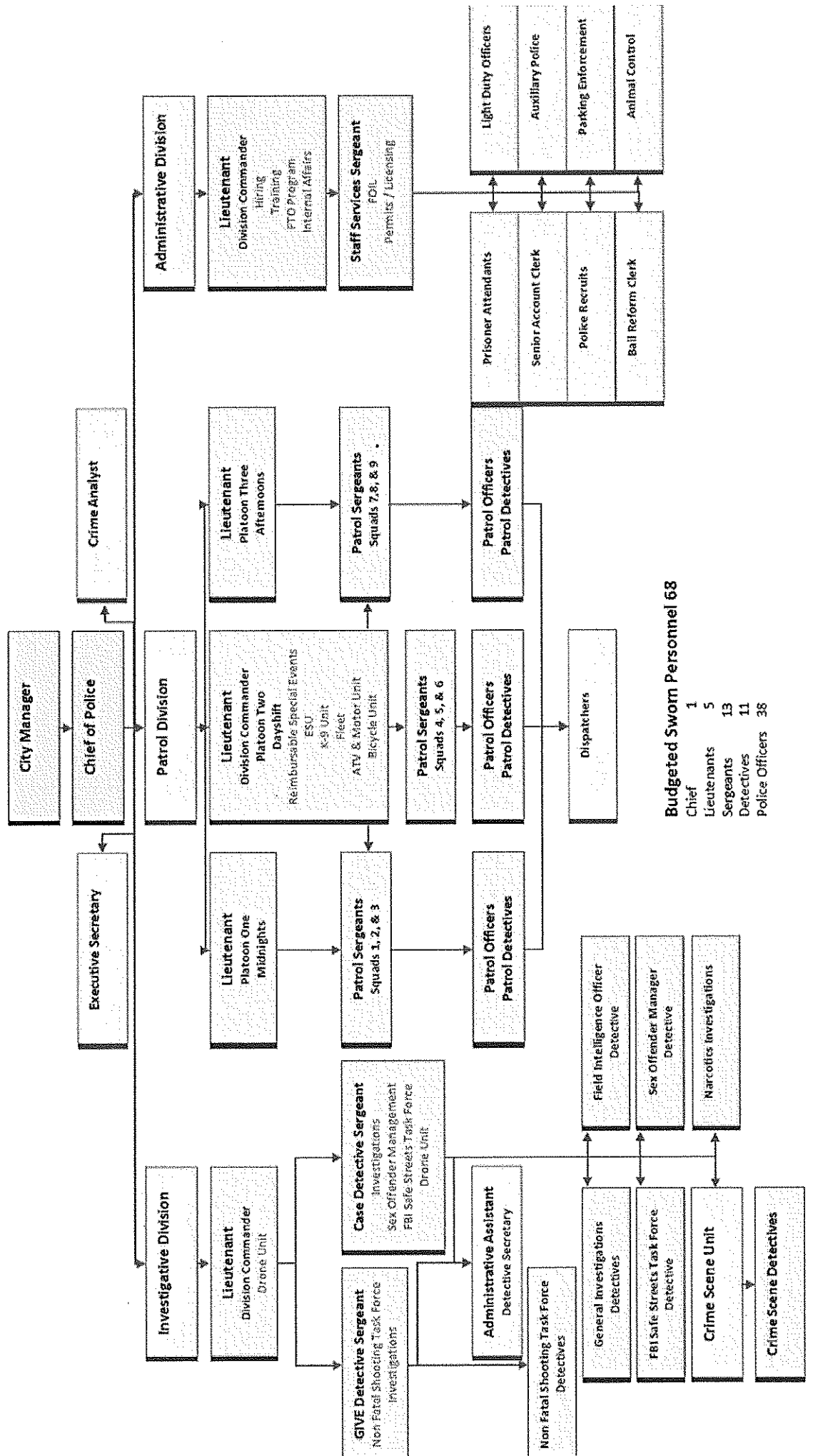
We will commit ourselves to elevated standards of transparency, responsibility and discipline while promoting justice in a fair and impartial manner.

RESPECT

We will perform our duties as we would like to be treated: with compassion, empathy, mutual understanding, dignity, and perspective.



ORGANIZATIONAL CHART





2025 GOALS & OBJECTIVES

- | | |
|---|---|
| 01 Obtain Full Authorized Strength | 02 Increase Traffic Enforcement |
| 03 Creation of a Narcotics Unit & Anti-Crime Unit | 04 Continue Addressing Quality-of-Life Concerns |
| 05 Analyze & Improve Staffing / Shift Levels | 06 Improve the Police Department Main Lobby |
| 07 Improve the Police Department Community Report Room | 08 Creation of a Commercial Vehicle Enforcement Unit |
| 09 Improve the Communications Center | 10 Continue Training & Developing Young Officers |
| 11 Comprehensive Camera System | |



SWORN PERSONNEL

Title	Total
Police Chief	1
Lieutenant	4
Sergeant	13
Detective	11
Officers	36

Male	51
Female	14

White	Black	Hispanic / Latino	Asian	Native American
31	8	24	1	1

Spanish Speaking	Veteran
18	9

	Percent Minority Officers	Percent Female Officers
National Average	30%	14%
City of Newburgh PD	52%	22%

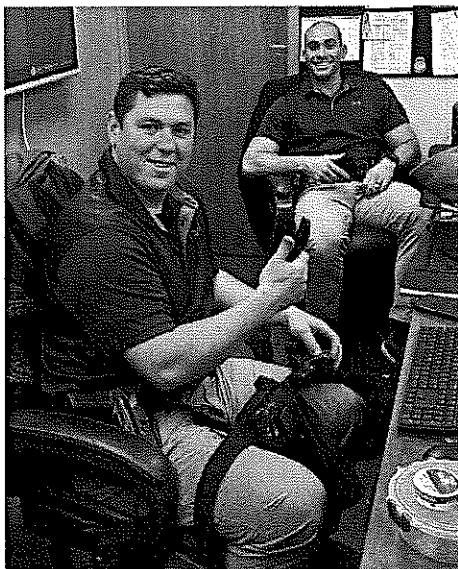


CIVILIAN PERSONNEL

Title	Total
Dispatchers	16
Detention Officers	17
Clerks & Support Staff	9
Animal Control Officers	1
Parking Enforcement Officers	3
Auxiliary Officers	17

Male	34
Female	29

White	Black	Hispanic / Latino	Asian	Other
20	26	15	1	1





HIRING & RESIGNATIONS

New Hires	Total
Police Officers	10
Full Time Dispatchers	4
Part Time Dispatchers	6
Parking Enforcement Officers	3
Detention Officers	5
Auxiliary Officers	7

Retirements and Resignations	Total
Retirements	2
Sworn Resignations	2
Civilian Resignations	2



INVESTIGATIVE DIVISION



Crime Scene Unit

The Crime Scene Unit is comprised of 2 City of Newburgh Detectives that are highly trained and specialize in the handling of evidence and crime scene processing.



The Crime Scene Unit conducted the following:

- Collected 2,314 pieces of evidence
- Submitted 68 firearm cases to NIBIN
- Processed 37 recovered firearms
- Processed 128 crime scenes
- Participated in 39 major crime scene unit activations

Non-Fatal Shooting Task Force

The Non-Fatal Shooting Task Force is comprised of a City of Newburgh Detective Sergeant, 2 City of Newburgh Detectives, and Orange County District Attorney Investigators.

The Non-Fatal Shooting Task Force conducted the following:

- Investigated all shooting incidents
- Assigned 69 cases in 2024
 - 11 aggravated assaults
 - 56 shots fired
 - 2 homicides
 - 6 cases closed with arrest
 - 10 cases with pending charges

Detective Bureau

The Detective Bureau is comprised of 7 City of Newburgh Detectives who are trained in investigative skills and interview techniques.

The Detective Bureau conducted the following:

- 3,232 cases generated
- Over 400 cases were assigned and investigated by a CNPD detectives
- 3 homicide investigations
 - 2 cases closed with arrest
 - 1 case with pending charges

UNIFORM PATROL DIVISION



The Uniform Patrol Division is the heart of the police department. Patrol is composed of 3 platoons totaling 36 police officers, 9 sergeants, and 3 lieutenants.

As the primary emergency response unit for the police department, the Patrol Division responds to calls for service through 911, City of Newburgh Police Dispatch Center, and police department walk in complaints. Patrol officers respond to criminal incidents, traffic accidents, alarms, and other public safety needs. The majority of calls for service answered by the Patrol Division are not major felonies, but quality of life issues.

Patrol Division police officers may be tasked with:

- Investigating violation and misdemeanor crimes
- Collecting evidence
- Identifying offenders
- Executing arrests
- Court Testimony
- Traffic Enforcement
- Parking Enforcement
- City Code enforcement
- Public safety and quality of life incidents

Patrol Division Totals		
Arrest Totals	Incident Reports	5,668
	Parking Tickets	6,574
	Uniform Traffic Tickets	2,326
	Felony	276
	Misdemeanor	636
	Violation	356



EMERGENCY SERVICES UNIT



The Emergency Services Unit (ESU) consists of several members of the police department of varying ranks who are highly proficient in tactics, firearms, physical fitness, and mental stamina. In order to be a full member of ESU, a police officer must complete the Department of Criminal Justice Services SWAT Operator Course.

ESU is utilized for the following functions:

- Search Warrants
- Executive Protection
- Riots
- Barricades
- Hostage Incidents
- High Risk Calls for Service

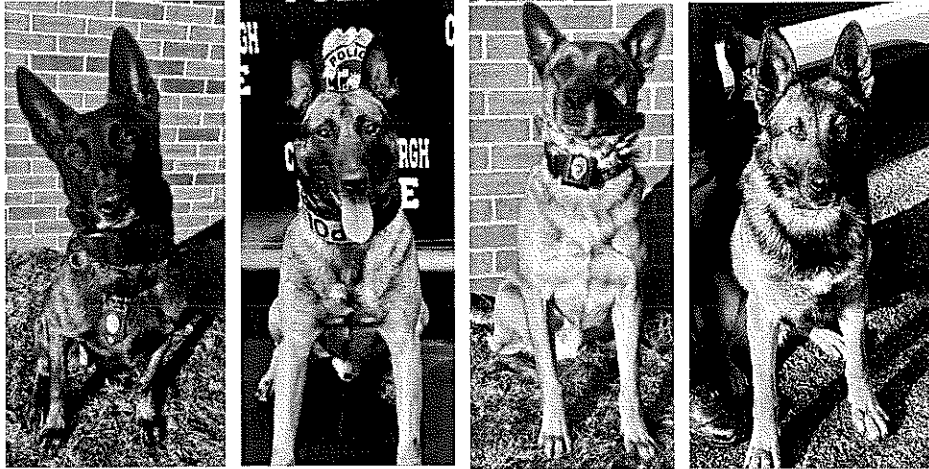


BROADWAY FOOT POST

The Broadway Foot Post is composed of two officers dedicated to the community, who patrol Broadway on foot daily.

Broadway, the main thoroughfare of the City, is one of the widest streets in New York State, is full of commercial activity, and deep running history. With the Broadway Foot Post patrolling on foot, they help keep the community safe, directly connect the community with the police department, and promote a growing commercial economy within the City.

K9 UNIT

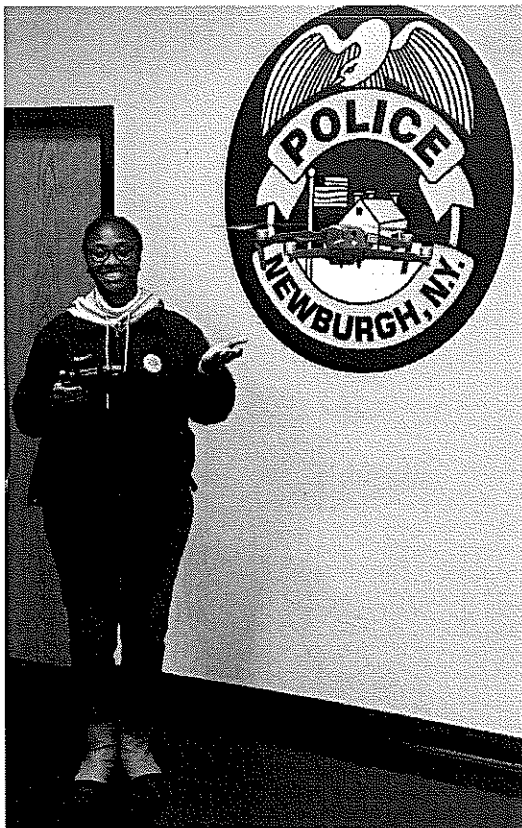


The K9 Unit consists of four members of varying ranks within the police department. All members are certified K9 handlers by the United States Police Canine Association in patrol, tracking, explosive detection, and narcotics detection.

In 2024 the K9 Unit conducted the following activity:

- K9s located and recovered over 50 shell casings
- K9s conducted over 15 explosives sweeps at schools and other local businesses
- K9s conducted over 30 evidence searches
- K9s recovered 3 illegal handguns
- K9s conducted a community demonstration for NFA West Students
- K9s conducted over 20 tracks for missing persons or fleeing suspects

DRONE UNIT



The Drone Unit consists of eight members of varying ranks within the police department. Three of the members currently have their Remote Pilot Certification through the FAA, while the other five members are currently training to achieve their certifications.



The Drone Unit is utilized for the following functions:

- Community Events
- Missing Persons
- Search and Rescue
- Criminal Investigations
- In-progress Patrol Incidents
- City Infrastructure Inspections

ATV UNIT



The ATV Unit consists of two ATVs and three uniform members of the Patrol Division that received New York State certification in the Basic ATV Operator Course.

The ATV Unit is utilized for the following functions:

- Community Events
- Parades
- Search and Rescue
- Special Investigations
- Natural or Weather Disasters
- Woods and Forest Operations



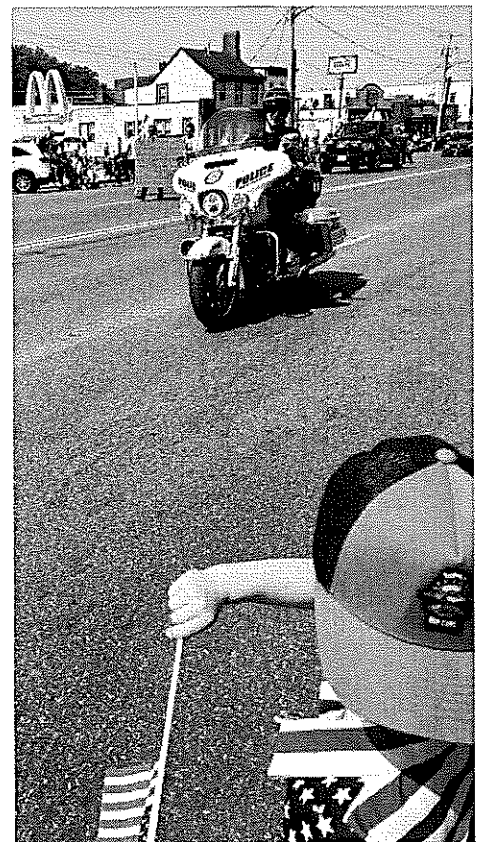
MOTOR UNIT

The Motor Unit consists of three members of varying ranks within the police department. All three members are certified Motor Operators with the Department of Criminal Justice Services.



The Motor Unit is utilized for the following functions:

- Traffic Enforcement
- Escort Details
- Parades
- Graduations
- Community Event



ANIMAL CONTROL



Our Animal Control Unit is composed of one full time Animal Control Officer (ACO). The ACO handles incidents involving injured animals, dog bites, unattended animals and ensures compliance with dog licensing. In 2024 she seized several chickens, rehabilitated raccoons, freed trapped deer, and removed several bats from City apartments. In 2024, a total of 114 dogs were seized.

- 40 dogs redeemed
- 55 dogs sent to rescues for adoption
- 6 euthanized due to aggressive behavior, in accordance with NYS Agriculture and Markets Law.
- 5 passed of natural causes
- 8 in boarding process



PARKING ENFORCEMENT



Parking enforcement & City of Newburgh police officers accomplished the following in 2024:

- 24,851 citations issued
- \$1,073,590 total citation amount
- \$535,970 amount paid

The Parking Enforcement Unit is composed of three full time parking enforcement officers and one part time officer. The parking enforcement officers enforce parking regulations, issue citations, and help maintain order within the City of Newburgh.

AUXILIARY OFFICER & CHAPLAINCY



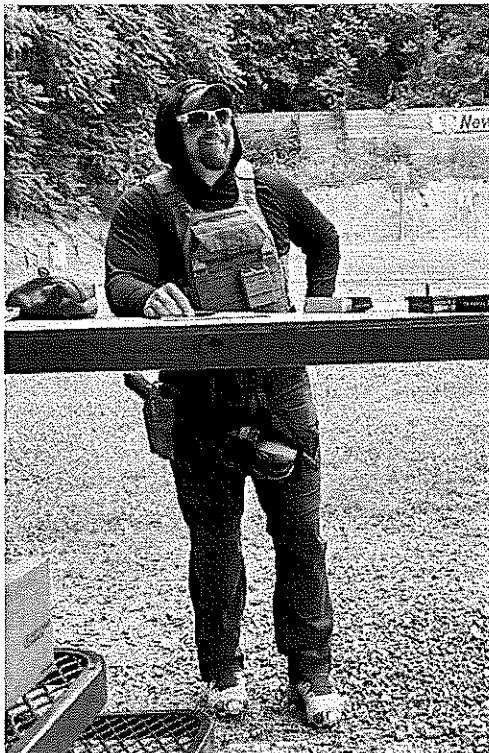
The City of Newburgh Chaplaincy Unit is composed of 6 members of varying faiths and religions. The Chaplains serve the Police Department and community at several community events and officer appreciation events.



The City of Newburgh Auxiliary Officers are composed of 17 volunteers who have training in civilian law enforcement practices. Auxiliary officers work over 75 community events per year, including every Work Session and Council Meeting.

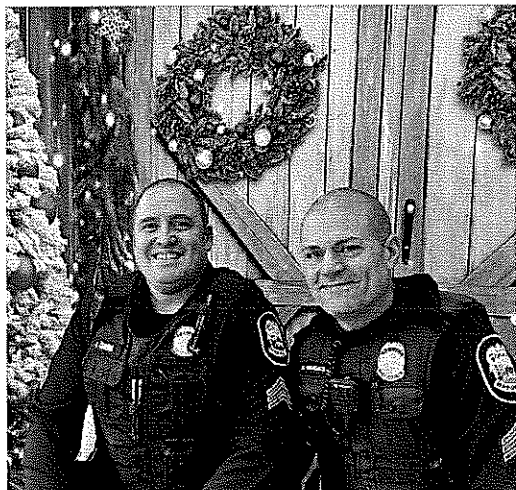
TRAINING

The City of Newburgh Police Department holds its staff and employees to the highest of standards. In doing such, there is a plethora of training that is given. In 2024, department members participated in the following trainings:



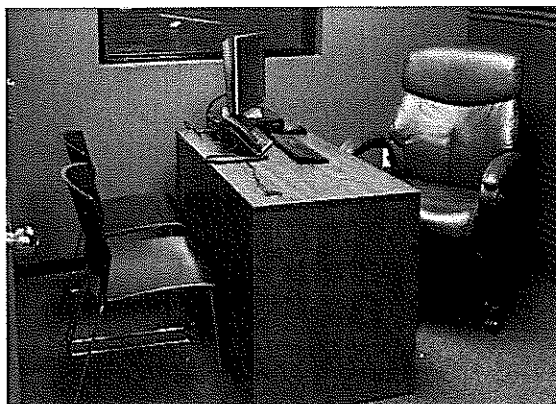
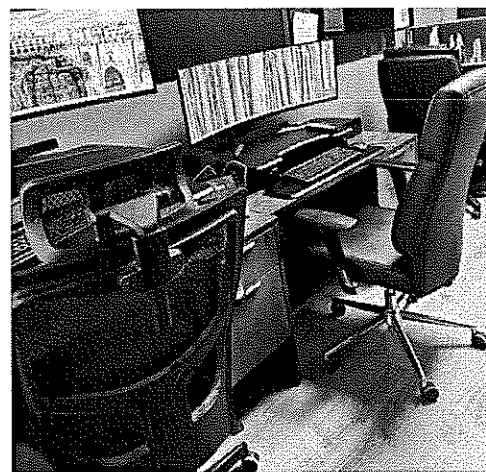
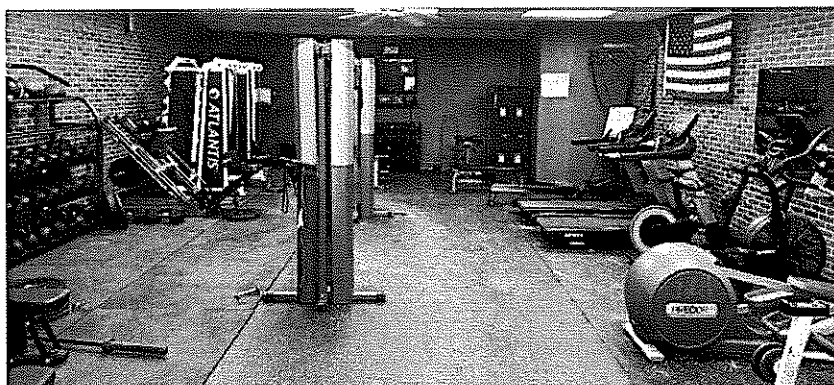
- Pursuit Management
- Basic Crash Management
- Human Trafficking Awareness
- Dark Web Investigations
- Aquatic Death & Homicide Investigations
- Ghost Gun Training
- Property & Evidence Room Management
- Detecting Misleading Behaviors
- Internal Affairs
- Traffic Crash Reconstruction
- Managing Narcotics Informants
- Customer Service Training
- Motorcycle Enforcement
- Crime Scene School
- Managing Critical Incidents
- FBI Basic Digital Photography
- FBI Crime Scene Photography
- GIVE Symposium
- Firearms Training
- Emergency Services Unit Training
- K9 Training
- Drone Training
- ATV Training
- Motor Training
- NYPD Homicide School
- Narcotics Enforcement
- FBI Firearms Instructor School
- FBI Sniper School
- Homeland Security Explosive K9
- DCJS Leadership Course
- Article 35
- other misc. trainings

COMMUNITY EVENTS



The City of Newburgh Police Department participates in numerous community events throughout the year. The police department participates with the community for the Memorial Day Parade, July 4th Fireworks, National Night Out, Summer Movie Nights, Trunk or Treat, Religious Processions, Music Festivals, Rodeo Shows, a Christmas Parade, and many others.

BUILDING IMPROVEMENTS



In 2024, we continued to improve the working space for our employees throughout the department. Desks, chairs, and computers are being slowly updated and changed out. Office spaces are being renovated and painted. Some key improvements made were to the supervisor's office, employee gymnasium, and detective interview rooms.

AWARDS CEREMONY

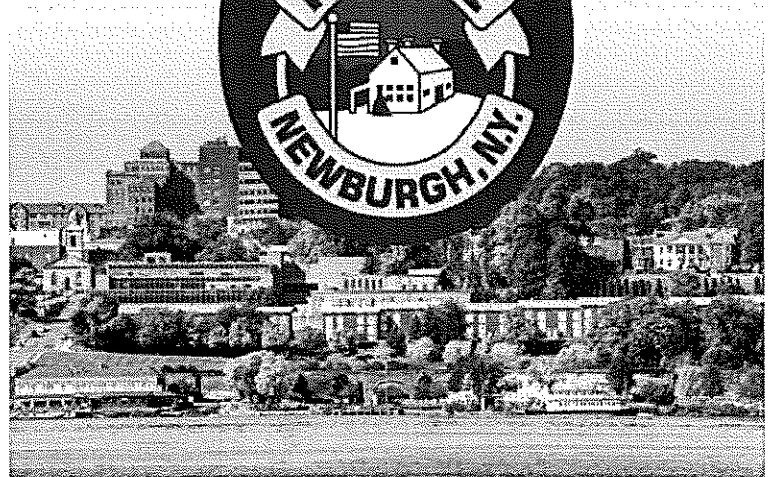


On May 29, 2024, the City of Newburgh Police Department held its annual award ceremony. The department honored the heroic actions of its department members, as well as heard from guest speakers such as City of Newburgh Mayor Torrance Harvey, Congressman Pat Ryan, and City of Newburgh Chief of Staff Mike Nepll.

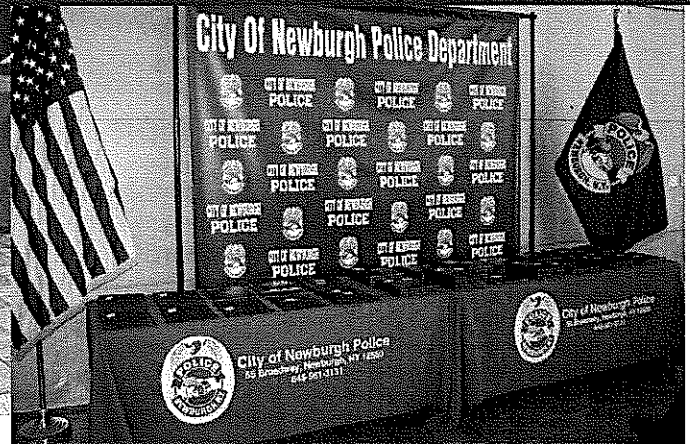
Department members were honored with the following awards:

- 71 Unit citations
- 105 Excellent Police Duty
- 72 Meritorious Police Duty
- 8 Bronze Stars

CITY OF NEWBURGH Police Department



• MAY 29, 2024 •
POLICE AWARDS CEREMONY
The Great Room
SUNY Orange County Community College



GRANTS



The City of Newburgh Police Department is fortunate to receive multiple grants, from a variety of sources, to support police functions and crime reduction efforts.

The department was especially fortunate in 2024 to receive the New York State Law Enforcement Technology Program grant. This grant, provided by the New York State Division of Criminal Justice Services (DCJS), has provided much needed funding to support software upgrades and technology purchases. Some of the large items this grant directly provided funding for are the following:

- Axon Police Record Management System
- Comprehensive Flock License Plate Reader System
- Comprehensive state of the art Drone Technology
- Comprehensive state of the art Crime Scene Scanning and Processing Technology
- Commercial vehicle enforcement equipment

DCJS also awarded the department the Gun Involved Violence Elimination (GIVE) grant. Newburgh has participated in the GIVE program for eleven consecutive years. This funding supports:

- Youth Police Initiative, and other youth activities
- Foot patrols
- Directed Enforcement Details
- Hot Spot Location details
- The Non-Fatal Shooting Task Force

These grant programs, and others, help support daily police functions while enhancing public safety efforts.



GRANTS

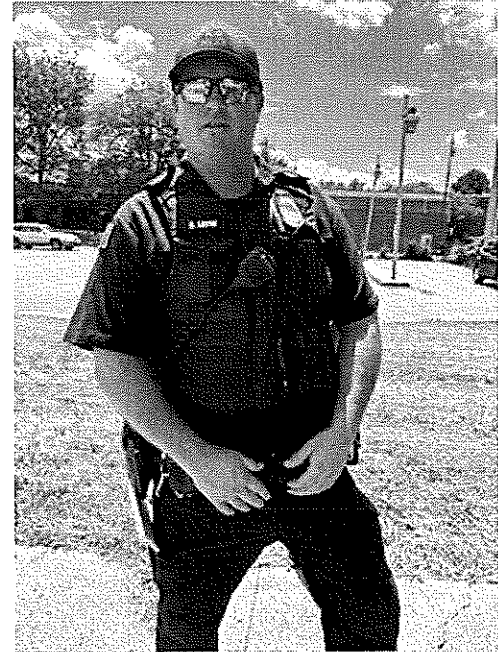


Grant	Amount	Description
DCJS Letech Grant	\$1,710,482.25	Funding for new technology and equipment. Cameras, LPR's, Drones, 3-D crime scene laser scanner, software, portable scales, misc technology upgrades.
GIVE 2023-2024	\$ 837,969.00	The GIVE Grant Program provides funding to the City of Newburgh for Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position, a field intelligence officer position, a Sargent and 2 full time Detectives. The grant will also fund an AntiViolence Coordinator Contract.
DCJS Law Enforcement Equipment	\$ 175,000.00	To support the purchase of portable radios for the department
2021 PSN Grant	\$ 121,070.00	For a comprehensive technology upgrade in the Detective Division to support gang and gun violence investigations
Livescan Grant	\$ 60,000.00	For the purchase of 2 Livescan machines. One for the Police Department and one for City Court.
DASNY Grant	\$ 50,000.00	Purchase of Police ESU vehicle (transit van)
DASNY Grant	\$ 50,000.00	For video surveillance camera purchase and installation
DOJ Grant for Vests	\$ 30,580.00	JAG funding will be used to purchase vests
PTS Grant	\$ 27,790.00	To participate in the Statewide Police Traffic Services Program. For regular enforcement and Seat belt mobilization enforcement and for travel expenses to attend the GHSA meeting, the ESLES conference and the NY HWY Safety Symposium
DOJ Grant	\$ 23,568.00	JAG funding to purchase protective equipment to support the functioning of the Emergency Services unit.
STOP DWI	\$ 10,182.00	Used for Stop DWI patrols
2023 Bullet Proof Vest	\$ 8,500.00	The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers.
2022 Bullet Proof Vest	\$ 5,400.00	The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers.
2024 Bullet Proof Vest	\$ 5,036.94	The United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership Grant act of 1998 provides 50% of costs for Bulletproof Vests for Police Officers.

STATISTICS



The City of Newburgh Police Department had 32,085 calls for service in 2024. These calls for service are comprised of both proactive officer entries, like foot patrols and traffic stops, as well as public generated calls for service, like 911 and direct emergency line calls. The total calls for service was above the five year average showing an increase in officer proactivity and an increase in public trust. Public generated calls accounted for 63% of all entries in 2024.



Calls for Service

	Officer Initiated	Public Generated	Total	Total 5 Yr Average	% Change
Jan	1,077	1,605	2,682	2,485	8%
Feb	1,158	1,511	2,669	2,318	15%
Mar	1,019	1,529	2,548	2,420	5%
Apr	945	1,508	2,453	2,442	0%
May	1,151	1,913	3,064	2,826	8%
Jun	490	1,657	2,147	2,766	-22%
Jul	750	1,999	2,749	2,852	-4%
Aug	895	1,801	2,696	2,768	-3%
Sep	1,257	1,794	3,051	2,843	7%
Oct	1,104	1,782	2,886	2,673	8%
Nov	1,009	1,463	2,472	2,345	5%
Dec	1,158	1,510	2,668	2,376	12%
Total	12,013	20,072	32,085	31,114	3%

STATISTICS



TOP TEN PUBLIC GENERATED CALL TYPES

The top 8 calls for service generated by the public, accounted for 47% of all public generated calls for service in 2024.

The Department tracks over 150 different public generated call types.

CALL TYPE	PLATOON ONE	PLATOON TWO	PLATOON THREE	TOTAL
DISORDERLY ADULT	324	660	537	1,521
ALARM - AUDIBLE/SILENT	526	408	427	1,361
DOMESTIC DISPUTE	343	350	414	1,107
MVA - PROPERTY DAMAGE	132	535	386	1,053
NOISE COMPLAINT	439	73	413	925
DISTURBANCE	168	244	502	914
WELFARE CHECK	148	347	347	842
THEFT / LARCENY	108	386	231	725
LOST PROPERTY	6	402	97	505
GENERAL INCIDENT	62	264	155	481



STATISTICS

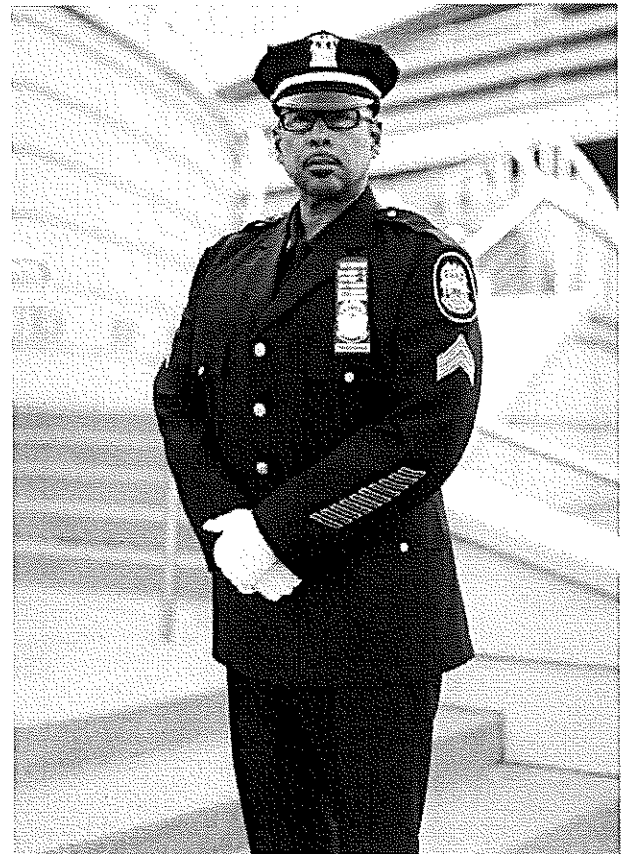


PART ONE CRIME TOTALS

The City of Newburgh Police Department submits information pertaining to the FBI Uniform Crime Report (UCR) system to the NYS Division of Criminal Justice Services. The UCR dictates reporting standards for crimes. The first part of the UCR, known as the Part One crimes, covers the major violent crimes such as murder, rape, robbery and aggravated assault, along with major property crimes of burglary, larceny and motor vehicle theft. In 2024, the City experienced

- 25% reduction in TOTAL Part One crime compared to 2023
- 10% reduction in Violent Crime
- 31% reduction in Property Crime
- Reduction in Part One crimes compared to 5 year average
- Part One crime, Violent Crime, and Property Crime levels lowest in the last 5 years

Part One Crime		2024	5 Year Average	% Change from Average
Violent Crime	Murder	3	3.2	-6%
	Rape	25	19.0	32%
	Robbery	56	71.8	-22%
	Agg. Assault	192	221.4	-13%
Property Crime	Res. Burglary	70	86.2	-19%
	Comm. Burglary	38	37.4	2%
	Larceny	379	524.4	-28%
	Auto Theft	53	51.0	4%
Total		816	1,014.4	-20%
Violent Crime		276	315.4	-12%
Property Crime		540	699.0	-23%

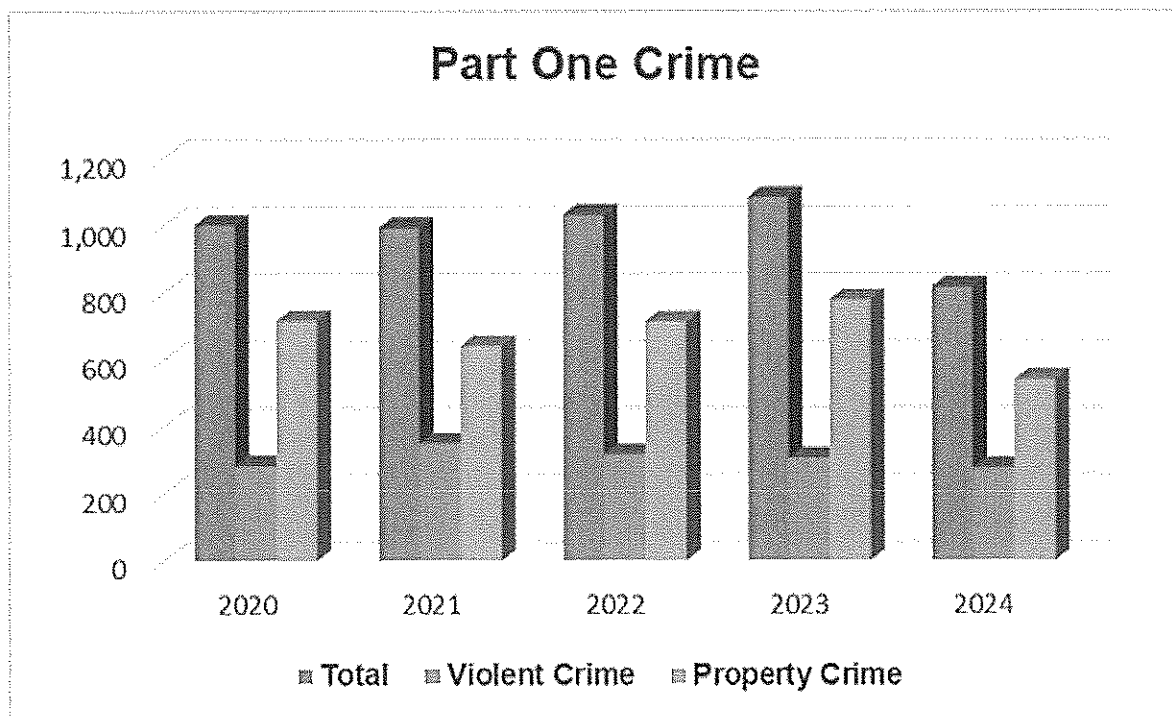


STATISTICS



PART ONE CRIME TOTALS

The Department tracks all incidents involving firearms as part of the New York State Division of Criminal Justice Services Gun Involved Violence Elimination (GIVE) grant program. These types of incidents include any reported incident involving any part of a firearm, including but not limited to: recovered firearms, shots fired, gunpoint robberies, and shootings.



In 2024, the City of Newburgh Police Department accomplished:

- 24% reduction in firearm related reported incidents compared to 2023
- 14% reduction in firearm related violent crimes
- 8% reduction in shooting incidents

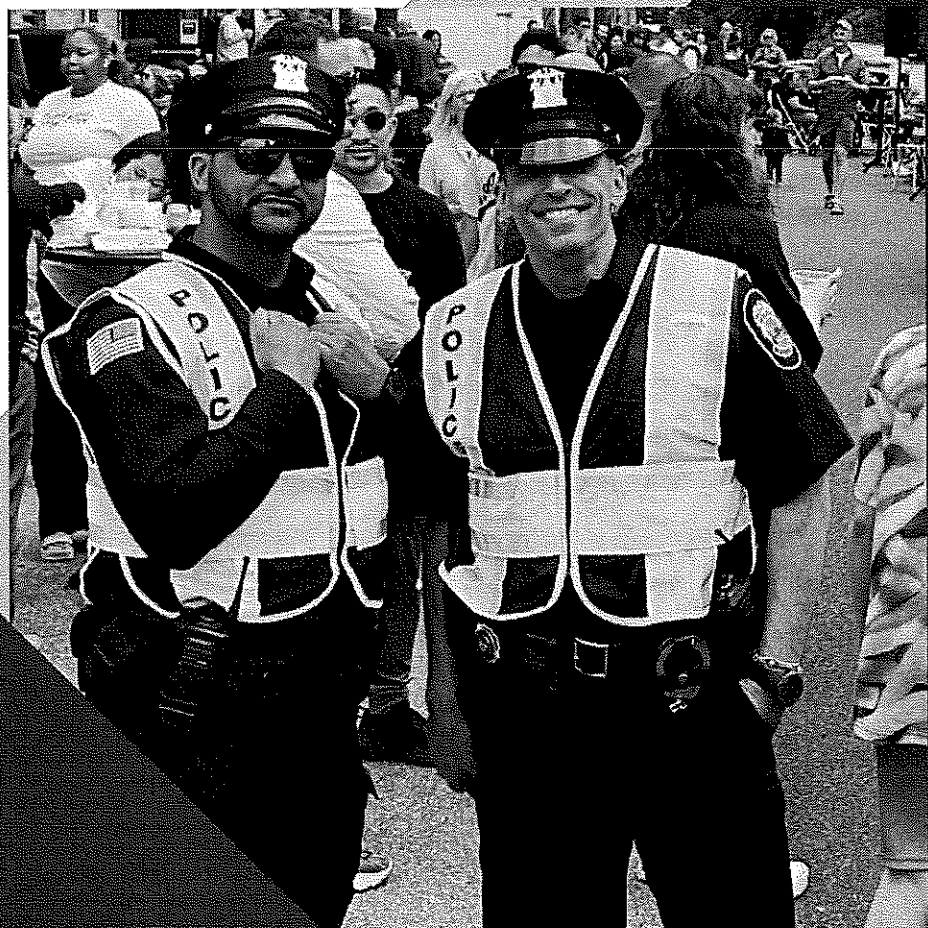


Contact Us



 **845-569-7405 Non-Emergency Line**

 **845-561-3131 Emergency Line**



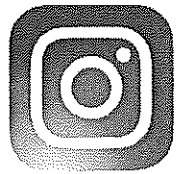
Social Media



Website: <https://www.cityofnewburgh-ny.gov/197/Police>



@ City of Newburgh Police Department



@newburghcitypd





COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Stuart Sachs, City of Newburgh resident, commented. He came before the council two weeks ago with an issue, and the only response he received is that he is receiving more tickets for charging his electric vehicle. He asked the council to look at a special purpose zoning change. He is grateful to the city for including charging stations in this year's budget; but we need an interim solution now (*Comments Submitted*)

Elder and former councilmember Hillary Rayford, commented. She said the Scripture tells us that nothing will change unless the community changes. She thanked the council for stepping up and showing the community that it cares. She also thanked the staff for its dedication. She hasn't seen this level of dedication and care in many years. She pointed out the importance of cross-training, as many of the staff may be thinking about retiring. The students in the district care more, and their parents' eyes are open; and it means a lot. It takes a community to start to care to see a change.

Gabrielle Hill, City of Newburgh resident, commented about Resolution #31-2025. She hopes we are going to make the sponsorship application an easier process, especially for people that do annual events. For anybody that says there is nothing good that comes out of Newburgh, all you have to do is look around. Look at Coach Rayford and his family. She also thanked Chief Rola for the report, and for his transparency. Staff retention is not only good for the police department, but it is also good for the community. We are grateful for the respected city council. She encouraged people to get involved. The Police Community Relations Advisory Board is a wonderful way to get to know the police department. Hill asked if we could have an officer present at the Transportation Advisory Committee meetings, because the group talks about traffic and pedestrian safety. Hill said we are living in perilous times. She thanked the Democratic Party for party for her endorsement for Orange County Legislator in District 6. This would allow her to serve in an official capacity to see why the county is not investing in the City of Newburgh, which she called the Gem of Orange County. When you invest more, you get more.

Harold Rayford commented. He has known Chief Rola ever since he played on the Newburgh Zion Lions basketball team, as a kid. Rayford knew what type of person we were getting for the position. He said Rola is doing a great job, and the community loves him. Rayford said he would always support him.

Marina, property owner at 36 Carter Street, commented. In Fall 2021 she paid her taxes in cash. In 2023 she received a notice for nonpayment. She has been trying to reach the city manager to discuss it; but she hasn't had any luck in resolving the problem. (*Comments Submitted*)

Richard Ehrenberg commented. He has known Marina for thirty years. In 2021, he went with Marina and her friend, who was visiting from Ukraine. He watched her count out the cash at the library. She was given a 'Paid' receipt, in which he said she showed to the tax collector. Now three years later, she is still being charged for the unpaid taxes.

Dennis Grant, a resident of Forsythe Place, commented. He attended the program at Safe Harbors entitled *Black Sheep and Scapegoats* yesterday. It was wonderful and impactful. The police chief's update was an excellent report that he felt was very transparent. However, when he asked about the Civic Plus upgrades at the last meeting, he thought the response provided was very vague and came across as being dismissive. Grant said he is still left guessing about the features included in the new vendor services contract. He said The Robert Wood Johnson application is a great opportunity to support our community, especially in areas of addressing racial disparities and basic city infrastructure. He implored the council to inquire about the parking ideas that are part of the initiative, which would result from the creation of the added housing that is coming around the corner. He hopes we will address the Food Oasis initiative. He encouraged everyone to Google the *Affordable Broadband Act*, and asked if that is something the city is looking into.

Mayor Harvey asked Grant what his first question was, in which he didn't feel he received an adequate response at the earlier meeting.

Grant said that although we are getting services at a cheaper cost, he would like to know what the bells and whistles are that come along with that.

Mike Neppel commented. While he felt concerns were addressed thoroughly, he explained that this is a trial period. The services in the new contract include broadcasting and switching services, and indexing services, which would make it easier for the public to search, by topic, and navigate to it, for any particular meeting. The services will cost a third less than that of the current contract.

Octavious Fraser, resident of New Windsor, and newly elected Vice President of City of Newburgh Firefighters Local 589 Union, commented. He picked up where Marquise Taylor left off at the last meeting. Fraser watched the meeting online and said Taylor's aim was only to make the council and community aware of the discrepancy in percentages related to the department's call volume. Fraser continued that a person's comments should not be met with immediate disrespect, especially cursing. The same way he must respect the rules of this meeting, he expects the same, in return. He does appreciate everyone saying they welcome more conversation, to be able to move onto a better relationship between the city government and the fire department. This is the goal the department pursues. He thanked the council for taking the time to listen to him this evening.

Mayor Harvey referred to Fire Chief Spinelli to address the dissonance between the city government and the union. We are trying to get some clarification on it. He is happy that the union leadership is willing to sit with him and his colleagues to address it. The fire department is very important to all of us.

Chief Spinelli said he is not really prepared to address it right now; but he would address it soon.

Pastor Rosey, a resident in Ward 1 of the City of Newburgh, commented. She said the presentation for Coach Rayford was exciting. She loves the Rayford family, and they are beautiful people. She commented about the four wheelers on Montgomery Street. She saw one motorist going the wrong way, at full speed ahead. She could get videos, and she hopes we can get something done soon, because Spring is coming. Safety at the West End post office is an issue. She implored the council to use some of the grant money to put a red-light camera on Broadway. People are always running through the red light, and handicapped parking is always violated. Pastor Rosey read the great accomplishments of Rev. Charles 'C L' Jackson, who was the first pastor in America, of any color, to be televised on a weekly basis. Jackson built a megachurch that consisted of 5000 families. He preached across the nation, and the world. He was also the first Black Man to be invited to an All-White church service in South Africa. Rosey said he was an amazing man. She asked the Lord to bless this city to make us more unified. She hopes the council will come into agreement and declare a year of kindness in our city.

Tiffany Maurice, City of Newburgh resident, commented. She appreciated Chief Rola's excellent report. Out of the three murders that occurred in the city, she believes that the one pending and open case is the one about her late son Justice Maurice. She has made several calls to the detective working on the case; and she was contacted, in return. She said she is a loner, and she doesn't exactly know who to contact to see what the next steps are. She is patient though, which can be both a good thing and a bad thing for her. She doesn't know why it is taking so long to get more information about her son's case. Also, she asked who she should contact when there is snow and ice on the road, because sometimes she is unable to park in front of her door when the weather is bad. She mentioned there is a new sinkhole near 10 Liberty Street Flats. The cars drive over the cones that are placed there. She understands the city is dealing with a lot of things.

Mayor Harvey referred Maurice to the city's free app *See Click Fix*. He said she could take a picture of any of the troubled areas in the city and upload it with comments. Within twenty-four to forty-eight hours, the proper department would address the issue. While he is not familiar with her son's case, he gave her his card and said he would do anything he could to help her. He told her she does not have to feel alone in the matter, because we are here to help.

Lindsay Nosek, resident in New Windsor, New York, commented. She came to the meeting to support Coach Rayford. She was a lifelong resident of the City of Newburgh, up until recently. She, herself, came through Coach Rayford's basketball program, and now she volunteers, as a coach, for AAU, and she tutors at the Newburgh Armory. Her landlord is selling her apartment, and she is currently in the running to buy a property in the City of Newburgh. She said may the best candidate win; but she also came here to advocate for herself. If she were able to move back to the City of Newburgh, she would be closer to serving the youth and community that she loves and raises her son in. It would mean the world to her, and she promised that she would continue to pour into the youth and always be kind and professional to her community and neighbors.

Tracy Wallace commented about the Choice Films resolution. She asked if there are transportation vouchers for the youth to access the employment program. Transportation is a

huge barrier to youth and employment opportunities. She also requested continued support from the police department to work with the Newburgh School District. She sees the police patrolling around some of the schools after school hours. She would like to see more. Wallace congratulated Coach Rayford. Crime goes down when the community comes together. She said many of the council members are more than just faces sitting at the table. All of them have come through for this community, behind the scenes. She encouraged disabled persons to apply for paratransit service, because it is free. It is available for anyone that is unable to walk to the bus stops.

Aly Church, Director of Planning and Development, commented. She said that city residents would be given free transportation and childcare for Choice Films programs.

An unnamed man, who works for the college, commented. He said riding along Route 9W feels like he is riding on horseback.

Mayor Harvey pointed out the 9W is a state road. Although we maintain certain sections of the road, anywhere near the courthouse, there is some reluctance because it crosses a historic burial ground, making milling and paving tricky. Outside of the courthouse area though, he encouraged people to download the app *See Click Fix*, and take a photo of the area, if you can do it safely. It's been a tough winter season, but we will address the roads in the spring and summer.

This part of the meeting was closed.

Read and Submitted by S. Sachs @ City Council Mtg. of 2/24/25

Stuart Sachs
28 Lander Street
Newburgh, NY 12550
sjsachs@gmail.com 718 614 3431

Feb 24, 2025

To: Mayor Harvey
Newburgh City Council
City Manager Venning
Read at Council Meeting

Regarding the charging of Plug-in Cars

Dear Mayor Harvey, Members of the City Council, and City Manager Venning,

Two weeks ago, I asked you for guidance on how to charge my plug-in car without incurring violations. The only response I have received was more violations, and I am particularly concerned that 4 days after I read my letter to you, I received additional violations for having an unregistered tenant. I do not have any tenant period. The violation is silly, and needs to be dismissed. The timing of receiving this a few days after making a public complaint is deeply worrisome, and I sincerely hope that fallacious violation is simply a mistake. Dismissing it promptly will prove that so.

Regarding the ability to charge my car without receiving a violation, I asked assemblyman Jacobson for guidance, and he suggested that I ask the Council for a special purpose zoning change. I was not aware that this was possible, but it is a clever idea, so here is my suggestion:

Zoning change to allow the charging of electric vehicles:

Option 1:

Parking in the reverse direction is legal only for the purpose of charging a car, and only for the duration of time it takes to charge the car.

Option 2:

Parking in a driveway is legal only for the purpose of charging a car, and only for the duration of time it takes to charge the car.

I understand the City is trying to get people to stop parking on the sidewalk, so Option 1 may be preferable from that perspective: the car would be parked in the right location, next to the curb, simply reversed direction for the period of charging.

I hope you will consider one or both of these proposals. Also, I am grateful that this Council included charging stations in this year's budget, but we need an interim solution now, until those chargers are actually installed at accessible locations. I request that you make this change as soon as possible.

Respectfully submitted,
Stuart Sachs

To whom it may concern:

I am an Artist, my name is Marina, English is not my native tongue, But I will do my best. I represent a group of Artist who 3 years ago Bought a property at 36 CARTER STR & move their studios there.

In Fall of 2021 I paid my taxes in cash & at this moment I have 2 friends with me, one of them is here tonight.

In 2023 I received a notice saying I did not pay the taxes, But I did & the city failed to record it. I have been trying to reach the city manager for more than a year with no luck to discuss this & other problems connected to owning the property in city of Newburg. I would appreciate your help and guidance.

THANK you so much.

ORANGE COUNTY Newburgh City
2021 - 2022 SCHOOL REAL PROPERTY TAX BILL
 For Fiscal Year 2021/2022 to 10/31/2022 Valid Date 10/26/2021

BILL No: 517
 SEQUENCE No: 091
 PAGE No: 1 of 1

MAKE CHECKS PAYABLE TO

NECSD
 MAIL TO:
 Newburgh School Tax Office
 114 Grand Street
 Newburgh, NY 12550
 517-737-2222

TO PAY IN PERSON

Mon - Fri 10:00 AM - 3:00 PM
 (517) 737-2222

BY APPOINTMENT ONLY

Schedule online at
 Newburghschools.org/taxoffice

PAY ONLINE
 INFOTAXONLINE.COM

PROPERTY ADDRESS & LEGAL DESCRIPTION

SWIS: 331100 SBL: 23-2-27
 Address: 16 Carey St.
 CITY OF Newburgh
 School: 131001-Newburgh Csd
 NYS Tax & Finance School District Code: 403
 Color Survey Roll Sect: 1
 Parcel Dimensions: 21.00' x 111.00'
 Account No: 054150 Bank Code:
 Estimated State Aid: \$C10: 111,443.13

ART OPTIMISM INC
 PO Box 1261
 New York, NY 10216

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor determined the full Market Value of this property as of July 1, 2020 was \$1,100,000.
 The Assessed Value of this property as of July 1, 2021 was \$1,100,000.
 The Uniform Percentage of Value used to calculate this assessment was 100%.
 If you feel your assessment is too high, you have the right to seek a reduction in the value. For further information, please ask your Assessor for the booklet "How to File a Complaint on Your Assessment". Please keep that the period for filing complaints on the above assessment has passed. SEE REVERSE SIDE FOR ADDITIONAL INFORMATION.

Exemption Value Tax Payable Full Value Exemption Exemption Value Tax Payable Full Value Exemption

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Y taxable Assessed Value or Units	Before Accounting for STAR	Rules per §1050 of per Unit	Tax Amount
SONN HEMSTEAD PARCEL						
NEWBURGH CSD	115,364.396	0.0	100,100.00	20,910.71		2,162.49
LIBRARY TAX	3,662.744	0.0	100,100.00	944.95		106.33

Your tax savings this year resulting from the New York State School Tax Relief (STAR) Program is \$1,056.16.
 Note: This year's STAR exemption benefit cannot exceed last year's benefit.

**** PAY YOUR BILL ONLINE ****

PAID

INFOTAXONLINE.COM

PAID

OCT 11 2021

OCT 11 2021

OCT 11 2021

REMARKS
 10669001
 12067001
 81070021

TAX OFFICE
 NEWBURGH CSD
 CITY OF NEWBURGH

TAX OFFICE TAXES DUE TAX OFFICE \$ 2,269.01
 NEWBURGH CSD CITY OF NEWBURGH

TAXES PAID BY

CA CH

Mario

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilmember Martinez commented. She loves to see people, especially from District 1, come out and speak. She shouted out Coach Rayford and his family. A lot of people in Newburgh grew up with negative stereotypes about our city. Throughout the years we've seen pride in our city grow, because of all the improvements being made to make the city better. She thanked George Garrison and the DPW staff. They do more than just keep our streets clean. They wake up bright and early, in freezing cold temperatures, to keep our city running every day.

Councilmember McLymore commented. He congratulated Coach Rayford. It is always good when we can celebrate those individuals who really do a lot in our community. He shouted out the Black History Committee of the Hudson Valley for having him and the mayor on the panel this year. It was a great experience. McLymore thanked Aly Church for applying for the Robert Wood Johnson grant for the Urban Renewal land. This could result in an added \$250K to put toward the initiative. He is surprised and pleased to see the wealth of diversity in our police department. He loves to see that we are reflective of our community. He pointed out that most people don't know it, but, Chief Rola has Latino ancestry. Diversity is a great thing. He commended George Garrison and the DPW. Garrison has an awesome team, and we really appreciate the department's hard work in our city.

Councilmember Monteverde commented. It was a wonderful night honoring Coach Rayford. It is amazing to see how many lives he has touched. The police report was an eye-opening report, and the numbers were fantastic. The fact that we are practicing a DEI program right here in the City of Newburgh is a great thing, especially in these extraordinary times. Monteverde said she would continue to refer to the report, and she encouraged people to share it with their neighbors. She also thanked DPW for cleaning up the Hudson River waterfront trail recently. She reminded homeowners to put salt down on their sidewalks. If someone falls, that is going to be on you, the homeowner. She thanked Mr. Fraser for addressing the council this evening. She wants to get to the bottom of the disconnect between the city government and the fire department.

Councilmember Shakur deferred his comments at this time.

Councilmember Sklarz commented. He pointed out that the only change to the city's public special events sponsorship policy is the addition of a 'Summer Festival'. They are looking for a catchy name for the special city event, and he welcomes ideas from the public. Sklarz said he met Coach Rayford almost ten years ago at St. Mary's Church Day of Giving. He has watched him strip, sand and repaint the floors of the gym. He watched him inspire the children, and he is truly a One-Man show. He appreciates him for his work in the community.

Councilmember Sofokles commented. She congratulated Coach Rayford and said he has been doing great things for a long time. It is well deserved. She also thanked Chief Rola for his

report. It shows what moving up through the ranks can do. She said Rola is not coming in from the outside; he knows Newburgh, and this is what we want.

Mayor Harvey commented. He wished Mother Howard a belated Happy Birthday. He was part of the Heroes and Heroines program, which highlighted a long list of individuals, both current and past, who are leaders of this community. He thanked Lindsay for advocating for herself. She is a former student of his, and she has provided a strong case for herself, as preference is usually given to City of Newburgh residents. Lindsay's brother is also a brave firefighter in the City of Newburgh. Harvey would love to have the Police Awards ceremony broadcast live for the public, because it is spectacular. The ceremony is done very professionally, and with diligence. These men and women are very brave, and everybody should be able to see it firsthand. We want to be able to include the Police Department's Chaplaincy and Auxiliary units, which do an amazing job too. Also, it would be a great thing to have a public ceremony for our fire department.

This part of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 29 - 2025 - Donations - City Annual Events 2025

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 30 - 2025 - Contracts - City Annual Events 2025

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 31 - 2025 - Public Special Events Sponsorship Policy - amendment

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 32 - 2025 - Solitude Lake Management Sampling Contract

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 33 - 2025 - Solitude Lake Management Treatment Contract of Browns Pond

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 34 - 2025 - Solitude Lake Management Treatment of Lockwood Basin as needed

Councilman Shakur moved, and Councilman Sklarz seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 35 - 2025 - Solitude Lake Management contract for treating Browns Pond for Curly Pond Weed

Councilman Sklarz moved, and Councilman Mclymore seconded.

Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 36 - 2025 - CDBG Subrecipient Agreement with Choice Films for \$20,000

Mayor Harvey said the community should pay attention to this and the employment opportunities. The movie business has always been his passion. There is a lot of money in the film industry, both in front of the camera and behind the scenes. He presented a Certificate of Recognition for Shondray Hall Ruefield, a 2012 NFA graduate, who recently returned from performing in a 6-week play at the Yale University Repertory Theatre. There are many opportunities to expose more people, both youth and adults alike, to the film industry.

Councilwoman Martinez moved, and Councilwoman Monteverde seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 37 - 2025 - 61 Campbell Street - License Agreement

Councilman Shakur moved, and Councilman Sklarz seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 38 - 2025 - 5 City Terrace North - Release of Restrictive Covenants

Councilman Sklarz moved, and Councilwoman Sofokles seconded.
Ayes: Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 39 - 2025 - Apply for and Accept if Awarded a Reimagining Land Use and Zoning for Health Equity Grant from the Robert Wood Johnson Foundation

Aly Church explained that she and her team have been working on a BOA study for the area known as the 'Hillside'. Part of the next steps is a large community-led Master Plan, which includes possible rezoning. There is an opportunity for us to receive State funding; but we also have a great opportunity to receive private funding, which could result in a shorter timeline and a healthier budget.

Mayor Harvey asked if there is a way we could address Mr. Sachs' concerns about charging stations for electric cars.

Michelle Kelson explained that it is not a zoning issue. It's a parking issue. The parking regulations are not going to be changed in two weeks, just because someone buys an electric car. We will review Mr. Sachs' comments, and it will be done in a suitable way that will be in the best interest of everyone who lives in the City of Newburgh.

Councilmember Shakur commented. We are turning electric for the future, and he knows we need to get ahead of it. He is certain our legal team is working on it.

Councilmember McLymore commented. He sent the information about the grant to Aly Church and her team. He appreciates her working on it. He believes it is something great for our city, and hopefully we will be awarded this grant.

Councilmember Martinez thanked McLymore for helping us find grants. She thanked Ms. Church and her team for working on it. She believes this would help us address inclusionary zoning concerns that a lot of people have.

Kelson pointed out that an award of the grant would provide funding to the city to engage in community input in the creation of a master plan for the hillside area. One component of the future land use planning is how we want the land to be utilized for the future. Inclusionary zoning is one part that can be looked into as part of the undertaking of doing that planning work. What the outcome will be is yet to be figured out.

Councilman Shakur moved, and Councilman McLymore seconded.

Ayes: Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 40 - 2025 - 2025 Program Donations

Councilwoman Sofokles moved, and Councilman McLymore seconded.

Ayes: Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

The City Manager's report was concluded.

RESOLUTION NO.: 29-2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2025**

WHEREAS, the City of Newburgh holds and sponsors several annual events, including but not limited to, Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2025 events and additional events as may be approved under the Public Special Events Sponsorship Policy and Procedure; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

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 said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's 2025 events authorized by City Council approval of the 2025 Budget, and additional 2025 events as approved under the Public Special Events Sponsorship Policy and Procedure.

RESOLUTION NO.: 30 - 2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2025**

WHEREAS, the City of Newburgh annually holds City-sponsored events, including events approved under the Public Special Events Sponsorship Policy and Procedure; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Accounts for those events and in the 2025 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Accounts and the 2025 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with these annual and approved events is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the City-sponsored annual events and events approved under the Public Special Events Sponsorship Policy and Procedure for 2025, with the net cost to the City of such agreements not to exceed the Trust and Agency Account proceeds and 2025 Budget.

30-25

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2025, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and _____, a firm with principal offices at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 2025, and ending _____, 2025.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A,

and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this

Agreement and the CITY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement

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

ARTICLE 7. FAIR PRACTICES

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

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

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

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

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not

constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and

accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in

this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party

or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all

liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

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

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

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

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY

employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

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

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by

this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Todd Venning
City Manager
Per Resolution No.

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

RESOLUTION NO.: 31 - 2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AMENDING THE CITY OF NEWBURGH
PUBLIC SPECIAL EVENTS SPONSORSHIP POLICY AND PROCEDURE**

WHEREAS, by Resolution No. 20-2023 of February 13, 2023, the City Council of the City of Newburgh adopted the City of Newburgh Public Special Events Sponsorship Policy and Procedure to provide a framework for identifying City of Newburgh public special events and for establishing criteria for individuals or organizations to enter into sponsorship arrangements with the City of Newburgh for organized events; and

WHEREAS, by Resolution No. 235-2023 of November 27, 2023, the City Council adopted amendments to the City of Newburgh Public Special Events Sponsorship Policy and Procedure; and

WHEREAS, the City Council has reviewed additional recommendations of City Staff and finds that further amending the Public Special Events Sponsorship Policy and Procedure is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby amends the City of Newburgh Public Special Events Sponsorship Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the City of Newburgh Public Special Events Sponsorship Policy and Procedure, as amended, shall take effect on March 1, 2025.

31-25

City of Newburgh Public Special Events Sponsorship Policy

I. Intent, Purpose, and Scope

A. Intent

The City of Newburgh encourages public events which enrich the quality of life and enhance the recognition and celebration of our diverse cultural, historic, spiritual and artistic heritage. The intent of this policy is to support the sustainable development of public events that celebrate the rich history of the City, its cultural diversity and the residents who live here; increase tourism, business support, and positive regional perception; and ensure that a fair and transparent process is used in the allocation of event sponsorship resources.

B. Purpose

The purpose of this policy is to provide a framework for identifying City of Newburgh public special events and for establishing criteria for individuals or organizations to enter into sponsorship arrangements with the City of Newburgh for organized events. This policy shall work in harmony with the permit process established under City Code Chapter 110, Mass Gatherings and Public Events.

C. Scope

The scope of this policy applies to City public special events and all requests by individuals or organizations to enter into sponsorship arrangements with the City of Newburgh for organized events. The City Manager, Corporation Counsel, Comptroller, and City Clerk will be responsible for ensuring the compliance with this policy.

II. Definitions

1. Event Organizer: The individual or organization responsible for making all event arrangements.
2. Event Applicant: The individual charged with acting on behalf of the Event Organizer for purposes of coordinating all aspects of the event.
3. Event Review: The process by which a sponsorship recipient demonstrates in writing to City Manager/Council that is has expended the contribution in accordance with the terms and conditions of the funding agreement on completion of the event.
4. Event Sponsorship: The contribution of money and/or services by the City to an external entity, in exchange for which the external entity shall acknowledge the City and the City's contribution to the event, and grant to the City the right to associate the City's name with the Event Organizer. Event Sponsorship shall be limited to:

- a. Money, provided said funds have been allocated and exist in the City's adopted annual budget.
- b. Insurance, for liability coverages related to the event.
 - i. The Event Applicant may request the City purchase and pay for a special event insurance policy, provided funds have been allocated and exist in the City's adopted annual budget.
 - ii. The Event Applicant may request the City purchase a special event insurance policy, with the policy premium being funded by a third-party (i.e. non-City) source.
- c. Public safety goods, to the extent that such goods are available for use during the proposed event. Public safety goods are goods currently owned by the City for purposes of assuring public health and safety. Examples include jersey barriers, traffic barricades, garbage cans and dumpsters, and mobile lighting.
- d. Public safety services, to the extent that such services are available during the proposed event. Public safety services are police and fire personnel services provided by City for purposes of assuring public health and safety.
 - i. The Event Applicant may request the City provide public safety services at no cost to the Event Organizer, provided adequate personnel are available during the event.
 - ii. The Event Applicant may request the City provide public safety services, provided adequate personnel are available during the event, but pay the costs of deploying that personnel for the event.
5. Funding: The cash grant, or credit, allocated to support public special events under this policy. Funding is contingent upon budget approval.
6. Recurring City Public Special Events: Annual events planned, marketed and executed by the City of Newburgh.

III. Public Special Events

A. Recurring Public Special Events of the City of Newburgh

The following annual events are considered Recurring City of Newburgh Public Special Events due to their longstanding traditions in the City of Newburgh and their management by City of Newburgh staff:

- Memorial Day Parade
- 4th of July
- Black History Parade/Juneteenth
- National Night Out
- International Festival

- 9/11-Patriot Day Remembrance Ceremony
- Halloween
- Christmas Tree Lighting
- Annual Community Clean Up
- Summer Festival
- ~~Newburgh Illuminated~~

The City Manager shall coordinate and execute all aspects of these events provided sufficient appropriation exists in the City's adopted annual budget.

B. City Council Member Use of Discretionary Funding for Special Events

City Council Members may have allocations of discretionary funds approved in the City's adopted annual budget. These funds may be used by City Council Members to meet local needs. To the extent that such discretionary funds are available, City Council Members may use these funds to pay for costs related to a special event organized by a community member or organization consistent with Section D below. These discretionary funds shall not be considered as part of the funding cap as outlined in Section D, below.

C. Public Special Events Hosted by a City of Newburgh entity:

Boards, commissions, and departments of the City of Newburgh enhance the overall quality of life in the city. Board, commission, and department hosted public special events must:

1. Fulfill its mission
2. Comply with City of Newburgh Procurement Policy and Procedure and the City Accounts Payable Procedures and this policy
3. Demonstrate that event was duly approved in accordance with its bylaws and the City Code of Conduct for Local Boards and Committees.

The chairperson of the board or commission, or the department head, shall be considered the Event Applicant.

Prior to filing a special event application, the board or commission should pass a resolution to authorize the chairperson to file a special event application and take steps necessary to plan and execute the special event with the City.

Prior to filing a special event application, the board, commission, or the department shall confirm that sufficient funds exist in the appropriate budget line for the board, commission, or the department seeking to hold the special event.

D. Public Special Events Organized by a Community Member or Organization

Community organized events are form of public special events planned and executed by individuals and organizations that are not elected, employed, or

appointed to a board or commission by the City of Newburgh. Event Organizers and Event Applicants work on behalf of community individuals or organizations seeking support from the City of Newburgh are encouraged to plan and execute their community organized events in a manner that provides positive societal, economic, cultural and community outcomes to the City of Newburgh.

The City Council may allocate funds in its annual budget for purposes of Event Sponsorship pursuant to this policy. Funding is contingent upon budget approval.

An Event Sponsorship application, which is different from an event permit application pursuant to Chapter 110 of the City Code, must be submitted at least 90 days prior to the planned event. The City Manager's Office will review the application on a rolling basis throughout the fiscal year. Event Applicants are encouraged to submit Event Sponsorship applications as early as possible, to maximize opportunity for availability of Event Sponsorship resources.

An Event Applicant may request Event Sponsorship in the form of goods and services or a cash grant, but not both, in an amount not to exceed \$1,500.00 per event or 10 percent of the total annual allocation for community organized events, whichever is less.

Event applications that request a cash grant or direct payments to third-party vendors shall comply with the City of Newburgh Procurement Policy and Procedure and Accounts Payable Procedures.

IV. Eligibility

A. To be eligible for Event Sponsorship, all Event Organizers and Event Applicants must:

- Obtain all regulatory approvals per Chapter 110 of the City Code, the Mass Gathering and Public Event.
- Organize an event that is open to, and in the interest of, the general public, serve at least 10 people, and does not discriminate on the basis of race, gender, religion, sexual orientation, or any other protected characteristic under state or federal law.
- Hold the event during the applicable fiscal year for which funding is available.
- Demonstrate that the sponsorship will be used for a purpose in the public interest and in accordance with this policy.
- Articulate the community, economic and or cultural benefit to the City of Newburgh
- Provide positive recognition of City of Newburgh
- Satisfactorily account to City Manager for the expenditure of any previous City sponsorships or other City funding (as required).
- Organize events that are free or feature a free or a low-cost ticketing/entry component of the event.

B. Ineligible events shall include, but are not limited to:

- Events which duplicate or would compete with Recurring Public Special Events as defined in Section III(A).
- Parades or other events, planned or spontaneous, that are First Amendment-protected exercises of free speech that the City has an obligation to provide public safety services and equipment.
- Block parties, trade shows, conventions, conferences, or workshops
- Indoor ticketed concerts, shows, theatres, or theatrical performances
- Luncheons, conferences, or holiday parties
- Class or family reunions and other family activities, such as weddings or memorials.
- Sports tournaments, or school or athletic leagues
- Events where the Event Organizer or Event Applicant could seek to use the event to influence legislation, public policy, or the legislative role of the City Council
- Events which may adversely affect the content or interpretation of existing City of Newburgh programs or services, or may raise a conflict of interest.
- Events which sponsor a political party.
- Fundraising events or events that service organizations may use the funds to sponsor or make a grant to a third party.

V. Application Process

All Event Applicants must complete a Sponsorship Request Application form, which shall be available at the City Clerk's office and on the City's website. The form shall include the following information:

- Event Organizer contact information, including social security or tax identification number.
- Event Applicant contact information
- Type(s) of Event Sponsorship Requested
- Event description, including a narrative about how the event and sponsorship will be used for a purpose in the public interest; the community, economic and or cultural benefit to the City of Newburgh; and the proposed positive recognition of the City of Newburgh.
- A list of the goods and/or services for which the cash grant or payment to third-party vendors will be applied.

Applicants should submit a completed Event Sponsorship Application Form as a supplement to a Mass Gathering/Event Permit application form, both to the City Clerk's Office. Incomplete applications will not be considered.

The City Manager shall review and approve all applications after consultation with appropriate departments.

VI. Effective Date: This Policy is effective on March 1, 2025.

RESOLUTION NO.: 32 - 2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND
AT A COST OF \$12,328.00**

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

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

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

WHEREAS, the cost for such professional services will be \$12,328.00 and funding shall be derived from F.8389.0448.5022; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to a Water Quality Sampling and Analysis Program for Browns Pond at a cost of \$12,328.00.



SERVICES CONTRACT

CUSTOMER NAME: City of Newburgh - Acct# N0074

SUBMITTED TO: City of Newburgh - Attn: Wayne Vradenburgh

CONTRACT EFFECTIVE DATE: May 1, 2025, through December 31, 2025

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SERVICES: Annual Water Quality Testing Services Renewal Agreement for City of Newburgh.

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

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$12,328.00**. SOLitude shall invoice Customer the total of **\$1,541.00 per month (May through December)** for the Services to be provided under this Agreement. The term of this agreement is for a period of eight (8) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent eight (8) month terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives

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written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

City of Newburgh

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:

1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451

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SCHEDULE A - SERVICES

Water Quality Sampling and Analysis

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

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

Total Phosphorus	Total Nitrogen
Nitrate	Total Suspended Solids
Chlorophyll A	Conductivity
5. Results of the tests will be emailed two to three (2-3) weeks after field collection.

Phytoplankton Analysis:

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

Microcystin Testing:

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

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of

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this contract after each visit.

Permitting (when applicable):

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

Customer Responsibilities (when applicable):

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

General Qualifications:

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

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



agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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

RESOLUTION NO.: 33 - 2025

OF

FEBRUARY 24, 2025

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

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

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

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

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

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



SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh
CUSTOMER NAME: City of Newburgh
SERVICE DESCRIPTION: 2025 As Needed Pond treatment services at Browns Pond
EFFECTIVE DATE: January 14, 2025
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.



11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF NEWBURGH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Notices and Agreements to:

SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451



SCHEDULE A – SCOPE OF SERVICES

Task 1: Algae Treatment:

1. As needed, Algae found in the pond at the time of application, shall be treated and controlled through the application of Copper Sulfate.
2. Water use restrictions will be posted in the vicinity at the time of treatment. The customer is responsible for removal of any treatment posting upon completion.

Permitting (when applicable):

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

Customer Responsibilities (when applicable):

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

General Qualifications:

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



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



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$3,583.00** Price is valid for 60 days from the Effective Date. Upon request of as needed services, an amendment will be sent to the customer for signature.

Due upon completion of each Task:

Task 1: (Algae Treatment)	\$3,583.00	(Per Treatment As Needed)
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RESOLUTION NO.: 34 - 2025

OF

FEBRUARY 24, 2025

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

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

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

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

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

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

SERVICES AGREEMENT

PROPERTY NAME: City of Newburgh
CUSTOMER NAME: City of Newburgh
SERVICE DESCRIPTION: 2025 treatment services at Lockwood Basin
EFFECTIVE DATE: January 14, 2025
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION: LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.



11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF NEWBURGH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Notices and Agreements to:

SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451



SCHEDULE A – SCOPE OF SERVICES

Task 1: Permitting:

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

Customer Responsibilities (when applicable):

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

Task 2 and 3: Treatment:

1. Lockwood Basin will be treated in **May** based on temperature using Propeller. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment posting upon expiration.
2. A follow up treatment may be needed in **June** using Propeller. Water use restrictions will be posted in the vicinity at the time of treatment. The customer is responsible for removal of any treatment posting upon expiration.

Task 3: Post-Treatment Survey:

1. A post-treatment survey will be performed approximately in **August/September** after the completion of treatment(s) to assess the treatment impacts and successes.



General Qualifications:

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



SCHEDULE B – PRICING SCHEDULE

Total Price: \$8,400.00 Price is valid for 60 days from the Effective Date

Due upon completion of each Task:

Task 1: (Permits)	\$1,000.00	(April)
Task 2: (Initial Propeller Treatment - up to 7 acres at 1.5 PPM)	\$3,200.00	(May)
Task 3: (Follow up Propeller treatment - up to 7 acres at 1.5 PPM)	\$3,200.00	(June)
Task 4: (Post-treatment Survey)	\$1,000.00	(August/September)

RESOLUTION NO.: 35 - 2025

OF

FEBRUARY 24, 2025

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

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful growth of curly pond weed; and

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

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

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

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

SERVICES AGREEMENT

PROPERTY NAME: **Browns Pond**

CUSTOMER NAME: **City of Newburgh**

SERVICE DESCRIPTION: **Permitting Services and Treatment for Curly-Leaf Pondweed**

EFFECTIVE DATE: **February 4, 2025**

SUBMITTED TO: **City of Newburgh**

SUBMITTED BY: **Kevin Locke, Business Development Consultant (New York & New Jersey)**

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.



6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.



11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.
13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.
18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.



19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

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

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF NEWBURGH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

TASK 1 - Permitting (Pesticide):

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

TASK 2 - Permitting (Freshwater Wetlands):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining application for the required **Freshwater Wetlands Article 24 Permit** on behalf of the customer.
 - b. Application will be completed and submitted immediately upon approval of any customer contract for which a covered treatment permit is required.
 - c. Covered aquatic treatments will begin following the receipt of the approved permit from the State.
 - d. SOLitude Lake Management will make every effort to expedite the permit approval process, and make its staff available in a timely manner to any state official as needed to provide the necessary information required for the permit approval.
 - e. Customer understands that all other aspects of the permit approval process are outside of the direct control of SOLitude Lake Management, and as such, will not hold SOLitude Lake Management responsible for any delays in treatment that might result from permit approval processes outside of its control.

TASK 3 - Curly-Leaf Pondweed Treatment (w/ Propeller):

1. Any growth of **curly-leaf pondweed** found in **Browns Pond (up to 96.50 acres)** shall be treated and controlled through the application of **Propeller** as required for control of the specific varieties of aquatic weeds found in the lake at the time of application.
2. **Propeller** will be applied at the rate appropriate to achieve control of the unwanted submersed and floating aquatic weeds present in the lake and susceptible to the herbicide at the time of application.
3. Water tests will be performed on water samples taken from the lake during the treatment period as required to determine the ppb concentration of the systemic herbicides in the water and the ideal timing for subsequent applications.



TASK 4 - Post-Treatment Residue Testing:

1. Post-treatment residue testing from curly-leaf pondweed treatment with Propeller. The total number of samples is determined by the NYSDEC. The client will be notified accordingly of any sampling required by NYSDEC.

Customer Responsibilities (when applicable):

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

Notice of Intent (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Prepare and file Notice of Intent with NYSDEC and pay the applicable \$110.00 fee.
 - b. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - c. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

General Qualifications:

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



state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$18,832.00** Price is valid for 60 days from the Effective Date **Upon request of as needed services, an amendment will be sent to the customer for signature.**

Due upon completion of each Task:

Task 1: Permitting (<i>Pesticide</i>)	\$500.00	FEB 2025
Task 2: Permitting (<i>Freshwater Wetlands/if required</i>)	\$3,000.00	FEB 2025
Task 3: Curly-Leaf Pondweed Treatment (<i>w/ Propeller</i>)	\$14,742.00	MAY - JUNE 2025
Task 4: Post-Treatment Residue Testing	\$590.00	MAY - JUNE 2025

RESOLUTION NO.: 36 - 2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF \$20,000.00
WITH CHOICE FILMS, INC. FOR A FILM AND TELEVISION TRAINING PROGRAM
FOR YOUTH AND YOUNG ADULT RESIDENTS OF THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 226-2023 of November 13, 2023, the City Council of the City of Newburgh approved and adopted the Community Development Block Grant ("CDBG") FY2024 one-year Action Plan; and

WHEREAS, one of the activities included in the CDBG FY2024 annual action plan was for economic development and workforce development; and

WHEREAS, by Resolution No. 175-2022 of July 11, 2022, Resolution No. 36-2023 of March 13, 2023, and Resolution No. 160-2023 of August 14, 2023, the City Council approved sub-recipient grant agreements with Choice Films, Inc. each in the amount of \$10,000.00 for a film and television training program for youth and young adult residents of the City of Newburgh; and

WHEREAS, Choice Films, Inc. proposes to continue the program for a two-year period with transportation and child care services in addition to film production for City of Newburgh resident program participants; and

WHEREAS, funding for the program and services in the amount of \$20,000.00 will be derived from CD1.8686.0400.8040.2024; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into the sub-recipient grant agreement with Choice Films, Inc. to provide funding for said program and services;

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 new sub-recipient grant agreement with Choice Films, Inc. in the amount of \$20,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a film and television training program for youth and young adult residents of the City of Newburgh with transportation and child care services for City of Newburgh resident participants.

#36-25

**COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF NEWBURGH AND
CHOICE FILMS INC**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made as of the _____, 2025, by and between the CITY OF NEWBURGH, a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 ("City") and Choice Films Inc, a for-profit corporation ("Subrecipient"), with an address of 1 Corwin Court, Suite 300, Newburgh, NY 12550.

RECITALS

- A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is May 14, 2024. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement B-24-MC-36-0119. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.
- B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.
- C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in **Exhibit A** (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 TERM OF AGREEMENT

- 1. Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in force and effect until December 31, 2026.

SECTION 2 SUBRECIPIENT OBLIGATIONS

- 1. Use of CDBG Funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in **Exhibit A** attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as **Exhibit B** and incorporated herein by reference. The City may approve minor changes to the budget that do not exceed the maximum amount in Section 3 of this Agreement.

2. Representation and Warranties. Subrecipient hereby represents and warrants to the City as follows:
 - a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.
 - b. Subrecipient is a non-profit organization permitted to receive CDBG funds under the Act and the Regulations.
 - c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.
3. Compliance with Law. Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:
 - a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;
 - b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and
 - c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.
 - d. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations."
4. Licenses, Permits, Fees and Assessments. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.
5. Personnel and Participant Conditions.
 - a. Civil Rights
 - i. Compliance. Subrecipient agrees to comply with City and State civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

- ii. Nondiscrimination. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - iii. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.
 - iv. Section 504. Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program.
- b. Affirmative Action
- i. EO 11246. Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.
 - ii. Women- and Minority-Owned Businesses (W/MBE). Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business

at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

- iii. Access to Records. Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- iv. Notifications. Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. EEO/AA Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- vi. Subcontract Provisions. Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

- i. Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- ii. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City, the

Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement: The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

- ii. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.
- iii. Notifications. Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iv. Subcontracts. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub- Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Environmental Requirements. Lead Based Paint. In accordance with 24 CFR Part 570.608, Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five- tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.
- f. Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

SECTION 3 DISBURSEMENT OF FUNDS

1. **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$20,000.00 in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.
2. **Maximum Amount of General Funds.** Not applicable.
3. **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.
4. **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit A, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form and/or manner acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit B) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.
5. **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make payments for services satisfactorily performed within 30 days after said services are invoiced. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.
6. **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient, so long as the amount held does not exceed Subrecipient's projected cash needs for CDBG activities. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

7. Separation of Funds. The Subrecipient shall certify that Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.
8. Indirect Costs. Not applicable.

SECTION 4 PERFORMANCE SCHEDULE

1. Schedule of Performance. Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" as referenced in Exhibit A.
2. Reversion of Assets. Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse the City in an amount (together with any amounts previously repaid to the City) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG funds and/or other program income used to acquire or improve the property and denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

SECTION 5 COORDINATION OF WORK

1. Representative of Subrecipient. The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.
2. Contract Officer. Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.
3. Prohibition Against Subcontracting or Assignment. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

4. Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.
5. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
6. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or co-operative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. Lobbying Certification - Paragraph d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 6 INSURANCE REQUIREMENTS

1. Insurance. Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.
2. Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000) per accident. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.
 - a. Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:
 - i. Certificate of Liability Insurance in the amounts specified in the section; and
 - ii. Waiver of Subrogation Endorsement as required by the section.
 - b. Commercial General and Automobile Liability Insurance.
 - i. General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not

less than one million dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- ii. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- [A] The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- [B] City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

- [C] Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

- [D] For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

- iii. Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- [A] Certificate of Liability Insurance in the amounts specified in the section;

- [B] Additional Insured Endorsement as required by the section;

- [C] Waiver of Subrogation Endorsement as required by the section; and

- [D] Primary Insurance Endorsement as required by the section.

- c. Professional Liability Insurance.

- i. General Requirements. Subrecipient, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than one million dollars (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - ii. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - [A] The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - [B] Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - [C] If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Subrecipient shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
 - [D] A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
 - iii. Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.
 - iv. Submittal Requirements. To comply with Subsection 6.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.
- d. All Policies Requirements.
- i. Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
 - ii. Deductibles or Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before

beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- iii. Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- iv. Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.
- v. Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- vi. Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

[A] Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

[B] Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or

[C] Terminate this Agreement.

SECTION 7 ADMINISTRATIVE REQUIREMENTS

1. Financial Management.

- a. Accounting Standards. Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. Cost Principles. Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles

for Educational Institutions," as applicable for all costs incurred whether charged on a direct or indirect basis.

2. Documentation and Record-Keeping

- a. Records to be Maintained. Subrecipient shall maintain all records required by the Federal regulations specific in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
 - iii. Records required determining the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - vi. Financial records as required by 24 CFR Part 570.502, and Part 84; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR 570.
 - b. Retention. Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.
3. Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
 4. Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 5. Property Records. The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).
 6. National Objectives. Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG

program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7. Performance Monitoring. The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
8. Close-Outs. Subrecipient obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including but not limited to the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.
9. Audits and Inspections. All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

SECTION 8 ENFORCEMENT OF CONTRACT

1. Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of New York and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Supreme Court of the County of Orange, State of New York, or the United States District Court for the Southern District of New York. Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to

any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

3. Remedies Upon Default by Subrecipient. In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8:
 - a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
 - b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
 - c. Wholly or partially suspend or terminate the award and this Agreement; and;
 - d. Withhold further awards for the project and/or the facility; and
 - e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.
4. Termination for Convenience. This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.
5. Waiver. No delay or omission in the exercise of any right or remedy by a non- defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
6. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
7. Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.
8. Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be

entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 9 CITY OFFICERS AND EMPLOYEES

1. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.
2. Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
3. Indemnify and Hold Harmless. Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability.

SECTION 10 MISCELLANEOUS PROVISIONS

1. Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City: City of Newburgh
attn.: City Clerk
83 Broadway, 1st Floor
Newburgh, New York 12550

copy to: City of Newburgh
attn.: Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, New York 12550

To Subrecipient: Choice Films Inc.
1 Corwin Court, Suite 300
Newburgh, NY 12550

2. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
3. Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
5. Corporate Authority. The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

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Signature Page
City of Newburgh with Choice Films Inc.
Film and Television Training Program

IN WITNESS WHEREOF, the City and Subrecipient have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2025 CITY OF NEWBURGH

By: _____
Name: Todd Venning
Title: City Manager

DATED: _____, 2025 CHOICE FILMS INC.

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, in the year 2025, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this ____ day of _____, in the year 2025, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT A – SCOPE OF WORK

EXHIBIT B -- BUDGET

EXHIBIT A

Community Development Block Grant (CDBG)

Scope of Services

- Training City of Newburgh residents in the fundamentals of film and television production.
- Providing, via the grant, a living wage hourly salary for all trainees
- Providing wrap around services, including food, transportation and child care for City of Newburgh residents as needed on a scalable basis
- Mentoring the graduates of the program and help with future job placement on film and TV projects locally based.
- Providing union career development, and helping aid in removing barriers for union initiation fees for trainees.

Community Development Block Grant (CDBG)

Line Item Budget Form – Line Item Budget Template

Please use the following template to present your proposed line item budget. In column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. Note: The Budget Items are examples.

Organization/Agency Name:	Choice Films
----------------------------------	--------------

A Budget Item	B Calculation	C CDBG Funding
	Please provide description of how you arrive at total for each line item	
Trainee Stipends	Previous grant program stats	\$7,500.00
Teacher Stipends	Previous grant program stats	\$2,500.00
Transportation	Previous grant program stats	\$2,500.00
Meals Provisions	Previous grant program stats	\$1,500.00
Materials Provisions	Previous grant program stats	\$1,000.00
Wrap Around Services	Estimated Cost based on rates	\$5,000.00
TOTAL OPERATING COSTS	\$20,000.00	

RESOLUTION NO. 160 - 2023

OF

AUGUST 14, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF \$10,000.00
WITH CHOICE FILMS, INC. FOR A FILM AND TELEVISION TRAINING PROGRAM
FOR YOUTH AND YOUNG ADULT RESIDENTS OF THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 276-2022 of November 14, 2022, the City Council of the City of Newburgh approved and adopted the Community Development Block Grant ("CDBG") the FY2023 one-year Action Plan; and

WHEREAS, one of the activities included in the CDBG FY2023 annual action was for economic development and workforce development; and

WHEREAS, by Resolution No. 175-2022 of July 11, 2022 and Resolution No. 36-2023 of March 13, 2023, the City Council approved a sub-recipient grant agreement and addendum with Choice Films, Inc. each in the amount of \$10,000.00 for a film and television training program for youth and young adult residents of the City of Newburgh; and

WHEREAS, Choice Films, Inc. proposes to add a new session for the fall of 2023 and add transportation and child care services to film production for City of Newburgh resident program participants; and

WHEREAS, funding for the fall 2023 program and transportation and child care services in the amount of \$10,000.00 will be derived from CD1.8686.0400.8040.2023; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into the sub-recipient grant agreement with Choice Films, Inc. to provide funding for said program and services;

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 new sub-recipient grant agreement with Choice Films, Inc. in the amount of \$10,000.00, with all such terms and conditions as may be required by the Corporation Counsel, for a fall 2023 film and television training program for youth and young adult residents of the City of Newburgh with transportation and child care services for City of Newburgh resident participants.

I, Lorene Vitek, 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 8/14/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of Aug, 2023

City Clerk

RESOLUTION NO.: 37 - 2025

OF

FEBRUARY 24, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
NEWBURGH COMMUNITY LAND BANK, INC.
TO ALLOW ACCESS TO 61 CAMPBELL STREET
(SECTION 23, BLOCK 7, LOT 4) FOR THE PURPOSES OF
OBTAINING FIELD AND SURVEY DATA

WHEREAS, Newburgh Community Land Bank, Inc. has requested access to, and use of, City-owned property known as 61 Campbell Street (Section 23, Block 7, Lot 4 on the Tax Map of the City of Newburgh) ("Property") for the purpose of obtaining field and survey data at the Property; and

WHEREAS, such access to, and use of, the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Newburgh Community Land Bank, Inc. to allow access to, and use of, City-owned property identified as 61 Campbell Street (Section 23, Block 7, Lot 4 on the Tax Map of the City of Newburgh), for the purpose of obtaining field and survey data at the Property.

437-25

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made effective as of _____, 2025, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

NEWBURGH COMMUNITY LAND BANK, INC. a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of property known as 61 Campbell Street, being more accurately described as Section 23, Block 7, Lot 4 on the official tax map of the City of Newburgh, (the "Premises"); and

WHEREAS, the Licensee has requested access to the Premises for the purpose of obtaining field and survey data at the Property; and

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

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

Section 1: Grant of License: Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, and taking thereupon such equipment, tools, machinery and other materials as may be necessary and for obtaining the field and survey data as contemplated herein.

Section 2: Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licensor no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3: Insurance: Licensee shall neither commence work nor perform work nor operate machinery under this Agreement until it has obtained all insurances required under this Section 4 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take and maintain during the life of this Agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take 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. The amounts of such insurance shall be as follows:

1. General Liability Insurance 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, in an amount not less than \$2,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

C. Licensee may retain certain employees, agents, subcontractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Fees, Costs, and Expenses: Licensee shall not be required to pay any fees to the City pursuant to this Agreement. Licensee shall be responsible for all costs and expenses related to the subject work.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this Agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume all blame, loss and responsibility of any nature by reason of Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Premises under this Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The License hereby given shall expire and terminate upon the earlier of: (1) the completion of the project; or (2) December 31, 2025. In either event, Licensee and its agents, employees and contractors, shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License, normal wear and tear excepted.

Section 8. Assignment of License; No Sub-Licensing: This Agreement may not be assigned or sublet to any other party.

Section 9. Termination of License: The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by five (5) days' notice to the Licensee, terminate this Agreement. Licensee shall not be entitled to reimbursement or recuperation of any of its costs in connection in the event of any termination of this License, including early termination.

Section 10. New York Law: This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensors:
City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550

- b. If to Licensee:
Newburgh Community Land Bank
attn: Executive Director
10 Chambers Street
Newburgh, New York 12550

Section 12. Modification of License Agreement: This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. No Vested Rights: It is understood and agreed that no vested right in said Premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Signature Page

License Agreement, 61 Campbell Street (SBL: 23-7-4)

City of Newburgh / Newburgh Community Land Bank

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement the day and year herein mentioned.

CITY OF NEWBURGH
LICENSOR

By: _____

Todd Venning, City Manager

Per Resolution No. _____-2025

NEWBURGH COMMUNITY LAND BANK, INC.
LICENSEE

By: _____

Name: Jennifer Welles

Title: Executive Director

Approved as to form:

MICHELLE KELSON
Corporation Counsel

DAVID TRUONG
Assistant City Comptroller

RESOLUTION NO.: 38-2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
MARISOL M. RIVEROL TO THE PREMISES KNOWN AS
5 CITY TERRACE NORTH (SECTION 7, BLOCK 6, LOT 9)**

WHEREAS, on August 19, 2010, the City of Newburgh conveyed property located at 5 City Terrace North, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 6, Lot 9, to Marisol M. Riverol; and

WHEREAS, Ms. Riverol has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5 and 6 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 5 City Terrace North, Section 7, Block 6, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated August 19, 2010, from THE CITY OF NEWBURGH to MARISOL M. RIVEROL, recorded in the Orange County Clerk's Office on August 27, 2010, in Liber 13047, Page 1360 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2025

THE CITY OF NEWBURGH

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

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

On the ____ day of _____ in the year 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 39 - 2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A ROBERT WOOD JOHNSON FOUNDATION
REIMAGINING LAND USE AND ZONING FOR HEALTH EQUITY PROGRAM GRANT
NOT TO EXCEED \$250,000.00 TO DEVELOP THE CITY OF NEWBURGH'S
HILLSIDE MASTER PLAN AND COMPREHENSIVE ZONING REVISION**

WHEREAS, the Robert Wood Johnson Foundation's Healthy Communities portfolio supports building equitable community conditions that allow all residents to thrive by creating equitable approaches to how communities are planned, revitalized, and built through land use and zoning tools that are critical for improving community health and addressing continued harm and discrimination embedded in underlying community development and land use systems and issued a call for proposals from organizations and communities that are actively working to reimagine land use and zoning as tools for advancing healthy, thriving, and equitable communities; and

WHEREAS, the City of Newburgh was awarded a New York State Department of State Brownfield Opportunity Area Nomination Study grant for an estimated 81-acre hillside area strategically located between Newburgh's Hudson River waterfront and its downtown commercial corridors; and

WHEREAS, the City intends to utilize the Reimagining Land Use and Zoning for Health Equity program grant to prepare a Comprehensive Master Plan for the Hillside Neighborhood to address the lasting effects of urban renewal through the implementation of zoning revisions and ensure equitable redevelopment of the Brownfield Opportunity Area; and

WHEREAS, such grant funds shall be in an amount not to exceed \$250,000.00 with no City match; and

WHEREAS, this Council finds applying for and accepting such grant if awarded to be in the best interest 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 apply for and accept if awarded Robert Wood Johnson Foundation's Healthy Communities Reimagining Land Use and Zoning for Health Equity program grant in an amount not to exceed \$250,000.00 for the development of a Comprehensive Hillside Neighborhood Master Plan for the Hillside Neighborhood to implement zoning revisions for the ensure equitable redevelopment of the Brownfield Opportunity Area; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

Reimagining Land Use and Zoning for Health Equity

BACKGROUND

The systems that the U.S. uses for regulating land use are anchored in and built on policies that were designed to intentionally maintain racial and economic segregation. The impact of those policies is not hypothetical: Land use policies continue to result in the exclusion of real families in actual communities from affordable housing, community assets, and opportunity. Land use policies can prohibit or limit the types of development that communities desire, resulting in significant health inequities. For example, laws that allow for the concentration of affordable multifamily housing in a small set of neighborhoods and allow for the concentration of polluting industry in those same neighborhoods result in differential exposure to environmental toxins along racial and economic lines. Despite the significant impact of land use regulations and zoning laws and practices, they often operate in unseen ways, outside the awareness of those most affected. That is due to both the intentional complexity of the laws and the lack of transparency of many government processes.

The Healthy Communities portfolio is working toward RWJF's Generational Goal of working with others to build Healthy and Equitable Community Conditions that allow all residents to thrive. One focus of this work is creating equitable approaches to how communities are planned, revitalized, and built. Land use and zoning are critical tools for improving community health. There are several beneficial policy tools (e.g., inclusionary zoning, by-right affordable housing, decreasing parking requirements, limiting single-family zoning) that have shown promise for building equity in some communities; and while the adoption of a single policy tool can be an important milestone and can create meaningful change, more is needed to create intergenerational, system-level change. To address and repair the continued harm and discrimination embedded in underlying community development and land use systems in the U.S., communities need to reimagine land use and zoning regulations—and the processes used to create them—as tools for reducing segregation; improving economic opportunity; increasing community-driven land uses; and ultimately protecting and improving the health and wellbeing of all residents.

RWJF envisions a future where land use regulations...

- are co-created with residents—especially those most impacted by structural racism, housing discrimination, concentrated poverty, poor neighborhood conditions, displacement, harmful environmental exposures, and racialized residential segregation;

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

- enable equitable community development practices that result in the resources and amenities that help communities thrive;
- are designed to increase the supply and diversity of affordable housing across a range of incomes, and result in a reduction in residential segregation and concentrated poverty;
- prevent and reduce residential, economic, and social/cultural displacement;
- foster community resilience to a range of shocks and stressors (economic, climate, health, social, political);
- discontinue and repair harmful land use practices;
- advance wellbeing and health equity and mitigate structural racism.

THE PROGRAM

Healthy Communities seeks to provide grants to organizations and communities that are actively working to reimagine land use and zoning as tools for advancing healthy, thriving, and equitable communities. This CFP is designed to identify and support existing and ongoing work that is in the demonstration (pilot), implementation, or evaluation stage, rather than concept, startup, or initiation phases. Recognizing that systems change is long-term in nature, RWJF does not necessarily anticipate that an entire project will be completed within the grant period, but that the CFP will result in project grants that support discrete activities. Grantees may have the opportunity to network with other awardees throughout the grant period, but collaboration on project work will not be required.

Eligible project work is expected to fit into one of the following categories. Examples of possible work within each category are provided, but are not exhaustive.

- **Demonstration or Implementation—**
 - Participatory approaches to land use planning and zoning, or approaches that prioritize self-determination for communities experiencing health inequities as a result of current land use policies.
 - Education, capacity-building, and advocacy efforts with local, regional, state, tribal, or federal governments. Funds may *not* be used for lobbying or political activities.
 - Removing or replacing harmful policies and practices.
 - Implementing new land use and zoning policies and practices aimed at increasing racial and health equity.

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

- **Research**—Exploration of reparative land use regulation frameworks. Case-making on the relationship between land use regulations and community health, residential segregation, concentrated poverty, and other structural inequities.
- **Evaluation or Monitoring**—Assessment of recently implemented policy changes or programs.

FUNDING DETAILS

- **Type of Award:** Awards funded under this opportunity will be structured as grants.
- **Number of Awards:** Up to 10 awards will be funded.
- **Amount of Award:** Each award will be \$250,000.
- **Award Duration:** Award period will be 18 months.
- **Use of Funds:** Award funds should cover the actual costs of the project including personnel and other direct costs. If the grantee is a public charity, grant funds will also cover indirect costs to support the applicant organization's general operations. In keeping with RWJF policy, funds may *not* be used to support clinical trials of unapproved drugs or devices, to construct or renovate facilities, and for lobbying or political activities. Additional budget guidelines are provided in the online application materials.
- **Payment of Awards:** Payment of the award generally will be based upon spending against approved budgets or milestones (not invoices).

ELIGIBILITY CRITERIA

1. There is no restriction on the type of organization that is eligible, except for the cases specified in eligibility criteria #2 (below). Preference may be shown to nonprofit 501(c)(3) public charities and governmental entities.
2. Any proposed program that (1) has—as a significant or primary focus—creating policy changes that are likely to include new legislation or budget appropriations at the federal, state, or local levels; and (2) seeks to achieve its goals, in whole or in part, through direct engagement with policymakers and/or the general public, and should:
 - have a demonstrated history of managing funds, (e.g., foundation or government) to support nonlobbying advocacy efforts;
 - have a strong previous or current relationships with legal counsel with expertise in the lobbying and political activity restrictions that apply to public charities and private foundations;

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

- be either public entities or nonprofit organizations that are tax-exempt under Section 501(c)(3) of the Internal Revenue Code and are not private foundations or nonfunctionally integrated Type III supporting organizations. The Foundation may require additional documentation.
3. Applicant organizations must be based in the United States or its territories.

SELECTION CRITERIA

- Healthy Communities seeks diverse geographic, ethnic, and socioeconomic representation, including from communities experiencing structural racism, residential segregation, concentrated poverty, and other structural inequities.
- Projects must demonstrate a collaborative approach with community-based leadership or participatory approach.
- Projects should be forward-looking and solutions-oriented, and move beyond documenting disparities and toward actively addressing, repairing, or reimagining the land use systems that contributed to inequities.
- There is preference for projects that are working toward system-level approaches to land use and zoning reform and projects that have the potential to influence system-level change.
- Place-based projects are eligible, with a preference for projects that can show the relevance and applicability of the project for other communities.
- There is preference for project teams that demonstrate a strong understanding of the relationship between land use and community health.
- There is preference for projects that are in the demonstration, implementation, or evaluation (post-implementation) phases, rather than conceptual or startup phases.

OPEN ACCESS

In order to ensure RWJF-supported research is made accessible to a wide and diverse audience, grantees who publish findings in peer-reviewed publications must do so in open access journals and/or must include funds in their budgets to cover the cost of making the resulting publications open access (typically \$2,000–\$5,000 per manuscript). See our *Open Access policy* for more information.

HOW TO APPLY

Applicants will be asked to submit a letter of intent (LOI) describing the proposed project. Upon review, some applicants will be invited to submit a full proposal. Please note that you will be asked to upload your letter of intent and full proposal narrative as a PDF in the online system.

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

Please use Arial font at size 11, with one-inch margins and single spacing. Letters of intent should not exceed four (4) pages, and the full proposal narrative should not exceed ten (10) pages.

A letter of intent should include the following information and not exceed four (4) total pages:

- Provide a brief overview of the project and how it is relevant to reimagining land use and zoning regulations, addressing the intersections of structural racism, place, and health.
- Describe the stage of the project and project activities, and how they meet the eligibility and selection criteria.
- Describe key project partners and how you are taking a collaborative and participatory approach. Describe your target audiences; Who are you trying to influence or engage? Who will benefit from your project?

For applicants invited to submit a full proposal, the proposal narrative should contain the following information and not exceed 10 total pages:

- Provide detailed information on the project and how it contributes to system-level land use and zoning regulatory reform.
- Provide detailed information on how the project addresses the intersections between structural racism, place, and health.
- Describe the broader work that the project sits within, and the overarching goals and outcomes of the work.
- Describe the discrete project activities and deliverables that RWJF funding will support.
- Describe your project team and roles, organizational qualifications, and experience with addressing structural racism, land use and zoning, health, or related fields.
- Describe your key external (outside of the project team) partners and audiences. Who is the project trying to influence/engage? Who will benefit from your project? How does the project team work with community members and decisionmakers?
- Timeline of key activities related to objectives and milestones related to implementation and impact.
- A budget and budget narrative that reflects program activities and responsibilities, outlines how resources are allocated for major benchmarks, and demonstrates commitment to responsible stewardship of funds.

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

Optional:

- An optional applicant webinar will be hosted by RWJF on **January 24 at 1:00 p.m. ET**. Prospective applicants will be able to ask questions, which will be answered live or after the webinar.
- During the review process prior to award notifications, some applicants may be **contacted via email to set up a 30-minute phone conversation to answer follow-up** questions from the RWJF team regarding the proposal. A phone call or absence of a phone call does not indicate chances of an award.

Proposals for this solicitation must be submitted via the RWJF online system. Visit www.rwjf.org/cfp/LUZ and use the "Apply Online" link. If you have not already done so, you will be required to register at my.rwjf.org before you begin the proposal process.

There are two phases in the competitive proposal process:

Phase 1: Letters of Intent:

Applicants must submit a letter of intent of no more than four pages that describes the project.

Phase 2: Full Proposals:

Selected Phase 1 applicants will be invited to submit a full proposal of no more than 10 pages accompanied by a detailed budget, budget narrative, and additional information.

Please direct inquiries to:

Chloe Gurin-Sands, *program officer*

Email: cgurin-sands@rwjf.org

All applicants should log in to the system and familiarize themselves with online submission requirements well before the final submission deadline. Staff may not be able to assist all applicants in the final 24 hours before the submission deadline.

RWJF does not provide individual critiques of proposals submitted.

PROGRAM DIRECTION

Responsible staff members at the Robert Wood Johnson Foundation are:

Chloe Gurin-Sands, MPH, *program officer*

James Hardy, MPH, *senior program officer*

Chloé Nuñez, MPH, *program associate*

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

Christine Phares, *program financial analyst*

KEY DATES AND DEADLINES

- **January 24, 2025 (1 p.m. ET)**
Optional applicant webinar. Registration is required through *this link*.
- **February 6, 2025 (3 p.m. ET)**
Deadline for receipt of letters of intent submitted online.*
- **March 18, 2025**
Invitations sent to submit full proposals (to select applicants).
- **April 15, 2025 (3 p.m. ET)**
Deadline for receipt of full proposals submitted online.*
- **July 1, 2025**
Grants begin.

Applicant Deadline Policy

*All proposals for this solicitation must be submitted via the RWJF online system. Visit www.rwjf.org/cfp/LUZ and use the "Apply Online" link. If you have not already done so, you will be required to register at my.rwjf.org before you begin the proposal process.

All applicants should log in to the system and familiarize themselves with online proposal requirements well before the final submission deadline. Please note that, in the 24-hour period leading up to the proposal deadline, staff may not be able to assist all applicants with any system-related issues. Therefore, we encourage you to submit your proposal well before the deadline so that any unforeseen difficulties or technical problems may be addressed in advance.

Late submissions will not be accepted for any reason. While late submissions will not be accepted, RWJF may choose, at its sole discretion, to extend the proposal deadline for all applicants. Such extensions generally will be granted only in the event of (1) a verified issue with the RWJF proposal system that prevented completion and submission of proposals; or (2) a disaster, emergency, or significant internet outage that affects one or more regions. For purposes of this policy, a region is generally considered to be one or more states. RWJF strives to give all applicants any support needed to successfully submit their proposal prior to the deadline. Submission is defined as all sections completed, marked "Finished," the proposal "Submit" button used, and the proposal status shows "Submitted." If the deadline is extended for any reason, the extension will be posted on the funding opportunity page at www.rwjf.org. In addition, an email will be sent to all individuals that have started a proposal in the RWJF online system.

2025 Call for Proposals

Letter of Intent Deadline: February 6, 2025 (3 p.m. ET)

EVALUATION AND MONITORING

Grantees are expected to meet RWJF requirements for the submission of narrative and financial reports, as well as periodic information needed for overall project performance monitoring and management. We may ask project directors to participate in periodic meetings and give progress reports on their grants. At the close of each grant, the grantee is expected to provide a written report on the project and its findings suitable for wide dissemination.

OUR EQUITY, DIVERSITY, AND INCLUSION COMMITMENT

The Robert Wood Johnson Foundation is committed to building a Culture of Health that provides everyone in America a fair and just opportunity for health and wellbeing. Achieving this goal requires focus on equity, diversity, and inclusion. To that end, we are committed to fostering diverse perspectives. We recognize that individuals' perspectives are shaped by a host of factors, such as their race, ethnicity, gender, physical and mental ability, age, socioeconomic status, gender identity and expression, sexual orientation, familial status, education, religion, legal status, military service, political affiliation, geography, and other personal and professional experiences.

We know that the presence of diverse perspectives alone is not sufficient. Therefore, we also are committed to creating inclusive environments where all individuals are encouraged to share their perspectives and experiences. We believe that only through valuing our differences and similarities, and remaining vigilant in advancing equity, will we be able to maintain an equitable workplace and actively pursue equity in all aspects of our work. We commit to being continuous learners and working alongside others to cultivate equity, diversity, and inclusion.

ABOUT THE ROBERT WOOD JOHNSON FOUNDATION

RWJF is a leading national philanthropy dedicated to taking bold leaps to transform health in our lifetime. To get there, we must work to dismantle structural racism and other barriers to health. Through funding, convening, advocacy, and evidence-building, we work side-by-side with communities, practitioners, and institutions to achieve health equity faster and pave the way, together, to a future where health is no longer a privilege, but a right. For more information, visit rwjf.org.

Sign up to receive email alerts on upcoming calls for proposals at www.rwjf.org/manage-your-subscriptions.html

50 College Road East
Princeton, NJ 08540-6614

RESOLUTION NO.: 40 - 2025

OF

FEBRUARY 24, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS
TO THE CITY OF NEWBURGH'S 2025 RECREATION PROGRAMS**

WHEREAS, the City of Newburgh Recreation Department administers numerous programs and activities; and

WHEREAS, potential participants may not have the means to pay the registration fees and costs for attending such recreation programs creating a bar to participation; and

WHEREAS, the City Council wishes to accept donations to offset the fees and costs of the of such recreation programs to assist potential participants in need who might not otherwise be able to enroll; and

WHEREAS, this Council has determined that accepting such donations is in the best interests of the City of Newburgh and it's youth;

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 donations to offset the fees and costs of City of Newburgh Recreation Department 2025 programs, with the particular thanks of this Council on behalf of itself and of the residents of the City of Newburgh.

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

Councilmember Martinez would like to discuss The Rest Act for ETPA and rent- stabilization to see if we could move forward, and opt in.

Councilmember Shakur said that on Thursday, March 6, 2025, we will be having a press conference at the Transportation Advisory Committee's meeting to discuss what our vision for accessible transportation in the community would look like.

Councilmember Monteverde reminded everyone that the city's Annual Earth Day Community Cleanup will be held in April. She will keep the council updated as we get closer to that date.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Martinez thanked everyone for coming out tonight. She told everyone to stay warm.

Councilmember McLymore thanked everyone for coming out. He is excited about the city's future. We are on the map and the City of Newburgh is doing well.

Councilmember Monteverde said she is going to continue speaking about these challenging times. She is asking the community to rise up, resist, show up and be present. We must fight for our democracy.

Councilmember Shakur thanked everyone for coming this evening. We need to stand up for our community, and stay ahead of what is going on in D.C. Also, he would like to speak with McLymore and Coach Rayford to get more information about the police chief.

Councilmember Sklarz thanked everyone for coming. He wished everyone a good night.

Councilmember Sofokles reiterated Monteverde's comments. What she said is important, and it was very well said. She thanked everyone for coming this evening.

Mayor Harvey congratulated Gabrielle Burton Hill for her endorsement for the race for Orange County Legislature District 6. He shouted out Malinda Ware and her husband, Sabrina Thorpe and Joy Young for putting together a wonderful Black History Month program, yesterday at SUNY Orange Newburgh Campus. He was invited to share some of his poetry. The program honored Rev. McAllister, Mother Rosella Best Woody, Deacon Lewis and several others, who have done a lot of work in our community. The food was provided, for free, by Brother's Barbecue; and Chris Sullivan and his quartet provided musical entertainment. He shouted out the Mt. Carmel Church and the Mid-Hudson Black History Committee for a great job with the panelist discussion. He, along with other local authors, were present.

Harvey pointed out that we are living in very challenging times. He implored everyone to pay close attention to what is going on, especially at the Federal level, should we not receive the funding we were promised. He was in Albany recently. He said the Governor and State Attorney General are very concerned with proposed slashed funding for New York State, and how we are going to compensate for it should it come down to that.

This section of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:18 PM.

SUBMITTED,

KATRINA COTTEN
CITY CLERK