CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
March 10, 2025
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of February 24, 2025 / Aprovacion del Acta de la Reunion General del Consejal del 24 de febrero de 2025
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 41 - 2025 - Newburgh Combined Sewer Control Facility - Agreement with CSX CR276902-1060640-30092420

   Resolution authorizing the City Manager to execute Supplemental Agreement No. CSX276902 with CSX Transportation, Inc. in connection with the City of Newburgh Long Term Control Plan Combined Sewer Control Facility Project

   Resolución que autoriza al Gerente de la Ciudad a ejecutar el acuerdo suplementario No. CSX276902 con CSX Transportation, Inc. en conexión con el proyecto de instalación de control de alcantarillado combinado del Plan de Control a Largo Plazo de la Ciudad de Newburgh

7. Resolution No. 42 - 2025 - QUEST Proposal for Professional Services at the Delano-Hitch Storage Building

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for asbestos abatement management and third-party air monitoring services for the Delano-Hitch Recreation Park Storage Shed at a cost of $7,131.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para la reducción de asbesto y servicios de monitoreo de aire de tercera persona para el Cobertizo de Almacenamiento del Parque Recreativo Delano-Hitch a un costo de $7,131.00

8. Resolution No. 43 - 2025 - Agreement with CMA for Financial Advisory Services

   Resolution authorizing the City Manager to execute an agreement with Capital Markets Advisors LLC to provide professional services to the City of Newburgh relating to new issue bonds, bond anticipation notes, tax anticipation notes, deficit notes and budget notes

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Capital Markets Advisors LLC para proporcionar servicios profesionales a la Ciudad de Newburgh relacionados con bonos de nueva emisión, notas de anticipación de bonos, notas de anticipación de impuestos, notas de deficiencia y notas presupuestarias

9. Resolution No. 44 - 2025 - Crown Castle - Renewal

   Resolution authorizing the City Manager to execute a contract with Crown Castle Fiber, LLC to reconstruct the City's Wide Area Network at a total cost of $16,694.00

   Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato con Crown Castle Fiber, LLC para reconstruir la Red de Área Amplia de la Ciudad por un costo total de $16,694.00

10. Resolution No. 45 - 2025 - PluralSight Sales Order

   Resolution authorizing an agreement with Pluralsight, LLC for technology training subscription and related services at a cost of $3,390.00

   Resolución que autoriza un acuerdo con Pluralsight, LLC para una suscripción de entrenamiento tecnológico y servicios relacionados por un costo de $3,390.00

11. Resolution No. 46 - 2025 - 19 East Parmenter Street - Release of Restrictive Covenants

   Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to James E. LePere to the premises known as 19 East Parmenter Street (Section 39, Block 4, Lot 10)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a James E. LePere a las instalaciones conocidas como 19 East Parmenter Street (Sección 39, Bloque 4, Lote 10)

12. Resolution No. 47 - 2025 - 120 West Parmenter Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Dupar Realty to the premises known as 120 West Parmenter Street (Section 38, Block 2, Lot 42)

    Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Dupar Realty a las instalaciones conocidas como 120 West Parmenter Street (Sección 38, Bloque 2, Lote 42)

13. Resolution No. 48 - 2025 - 199 South Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to David Fishel to the premises known as 199 South Street (Section 18, Block 1, Lot 3)

    Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a David Fishel a las instalaciones conocidas como 199 South Street (Sección 18, Bloque 1, Lote 3)

14. Resolution No. 49 - 2025 - To Apply for and Accept if Awarded a NYS Dept. of Homeland Security and Emergency Services FY22 Cybersecurity Program Grant for $50,000

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Homeland Security and Emergency Services FY 2022 Cybersecurity Program Grant in the amount of $50,000.00 with no City match

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un Subsidio del Programa de Ciberseguridad del Año Fiscal 2022 del Departamento de Seguridad Nacional y Servicios de Emergencia del Estado de Nueva York por el monto de $50,000.00, el cual no requiere que la Ciudad iguale los fondos

15. Resolution No. 50 - 2025 - To Execute a Payment of Claim with Erica Roberts

    Resolution authorizing the City Manager to execute a payment of claim with Erica Roberts in the amount of $14,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Erica Roberts por el monto de $14,000.00

16. <u>Resolution No. 51 - 2025 - To Execute a Payment of Claim with United Financial Casualty Company as Subrogee of Marvin Meade</u>

    Resolution authorizing the City Manager to execute a payment of claim with United Financial Casualty Company A/S/O Marvin Meade in the amount of $9,967.43

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con United Financial Casualty Company A/S/O Marvin Meade por el monto de $9,967.43

17. <u>Resolution No. 52 - 2025 - To Execute a Payment of Claim with Roger Alleyne</u>

    Resolution authorizing the City Manager to execute a payment of claim with Roger Alleyne in the amount of $12,000.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Roger Alleyne por el monto de $12,000.00

18. <u>Resolution No. 53 - 2025 - To Execute a Payment of Claim with Marvin Meade</u>

    Resolution authorizing the City Manager to execute a payment of claim with Marvin Meade in the amount of $45,000.00

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Marvin Meade por el monto de $45,000.00

19. <u>Resolution No. 54 - 2025 - Authorizing a Settlement Agreement with Miller Environmental, Inc.</u>

    Resolution authorizing the City Manager to execute a settlement agreement with Miller Environmental, Inc.

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación con Miller Environmental, Inc.

<u>Old Business: / Asuntos Pendientes</u>

<u>New Business: / Nuevos Negocios</u>

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

<u>Adjournment/ Aplazamiento:</u>

RESOLUTION NO.: __41__ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT NO. CSX276902 WITH CSX TRANSPORTATION, INC. IN CONNECTION WITH THE CITY OF NEWBURGH LONG TERM CONTROL PLAN COMBINED SEWER CONTROL FACILITY PROJECT

WHEREAS, the City of Newburgh has undertaken the Long Term Control Plan Combined Sewer Control Facility Project (the "Project"); and

WHEREAS, a part of the future construction of the Project, the old influent sewer, currently partially located in the right-of-way of CSX Transportation, Inc. ("CSX") will be removed and/or abandoned in-place and a new influent sewer will be constructed as part of the new improvements; and

WHEREAS, the proposed construction will require the City to enter into a facility encroachment agreement with CSX as an amendment to a 1968 agreement with a CSX predecessor at the time the current wastewater treatment plant originally was constructed; and

WHEREAS, the funding in the amount of $12,600.00 for the facility encroachment agreement fee shall be derived from 2025 Budget Line G.1440.0448 and shall be reimbursed from a combination grant and loan through NYSEFC CWSRF Project Number C3-7332-11-03 after the closing of the short-term financing for the Project; and

WHEREAS, this Council finds that entering into the facility encroachment agreement with CSX in order to continue with the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, that the City Manager is hereby authorized to execute Facility Encroachment Agreement No. CSX276902 with CSX Transportation, Inc., as annexed hereto, in connection with the City of Newburgh Long Term Control Plan Combined Sewer Control Facility Project.

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and effective as of February 7, 2025, (the “Effective Date”), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF NEWBURGH, a municipality of the state of New York, whose mailing address is 83 Broadway, Newburgh, New York 12550, hereinafter called "Licensee," WITNESSETH:

WHEREAS, by agreement dated February 9, 1968, (the “Agreement”), Licensor’s predecessor provided the Licensee the desire to construct and maintain a water pollution pipe line and control facilities (the “Facilities”);

WHEREAS, Licensee desires to amend the Facilities by abandoning the existing pipe line crossing at or near MP: QRW 18.39 Latitude: N41:29:31. Longitude: W74:00:30, and install a new pipe line crossing at or near MP: QRW 18.39 Latitude: N41:29:31. Longitude: W74:00:30 as shown on Exhibit A dated January 13, 2025 to connect to the existing facilities under the Agreement.

WHEREAS, Licensor is agreeable to supplement the Agreement subject to the terms and conditions of this Supplemental Agreement;

WHEREAS, “Facilities” is hereby termed “Encroachment”.

NOW THEREFORE, this Supplemental Agreement will serve to amend the Encroachments under the Agreement between Licensor and Licensee, as follows:

1. One (1) fifty-one-inch (51") diameter pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near New Windsor, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-18.39, Latitude: N41:29:31. Longitude: W74:00:30.

2. One (1) forty-two-inch (42") diameter pipeline crossing to be abandoned per Licensor’s specifications, located at or near New Windsor, Orange County, New York, Albany Division, River Subdivision, Milepost QRW-18.39, Latitude: N41:29:31. Longitude: W74:00:30.

hereinafter, collectively called “Encroachment” as shown on print(s) labeled Exhibit "A," dated January 13, 2025, attached hereto and made a part hereof;

1. As consideration for the Encroachments, Licensee agrees to pay Licensor as follows:

   a. Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS ($5,100.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2. The following section is hereby made a part of the Agreement:

INSURANCE:

A. Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00);

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured;

(iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better

(v) Such other insurance as Licensor may reasonably require.

B. If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

C. Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

D. Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

E. (1) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

> i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

> ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(2) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

The following section is hereby made a part of the Agreement:

NOTICE:

A. Licensee shall give Licensor at least thirty (30) days written notice before doing <u>any</u> work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

1. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

2. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: (845) 569-7448.

B. All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

C. Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

The following section is hereby made a part of the Agreement:

INTERFERENCE WITH RAIL FACILITIES:

A. Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

B. Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

The following section is hereby made a part of the Agreement:

RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

A. Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

B. Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

C. Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

D. Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

E. Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

F. If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

Except as provided in this Supplemental Agreement, all other terms and conditions of the Agreement shall remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed, sealed and delivered in duplicate.

Witness for Licensor: **CSX TRANSPORTATION**

________________________________ By:____

Print/Type Name:______________________________

Print/Type Title:_______________________________

Witness for Licensee: **CITY OF NEWBURGH**

________________________________ By:____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:______________________________

Print/Type Title:_______________________________

Tax ID No.:___________________________________

OPEN TRENCH

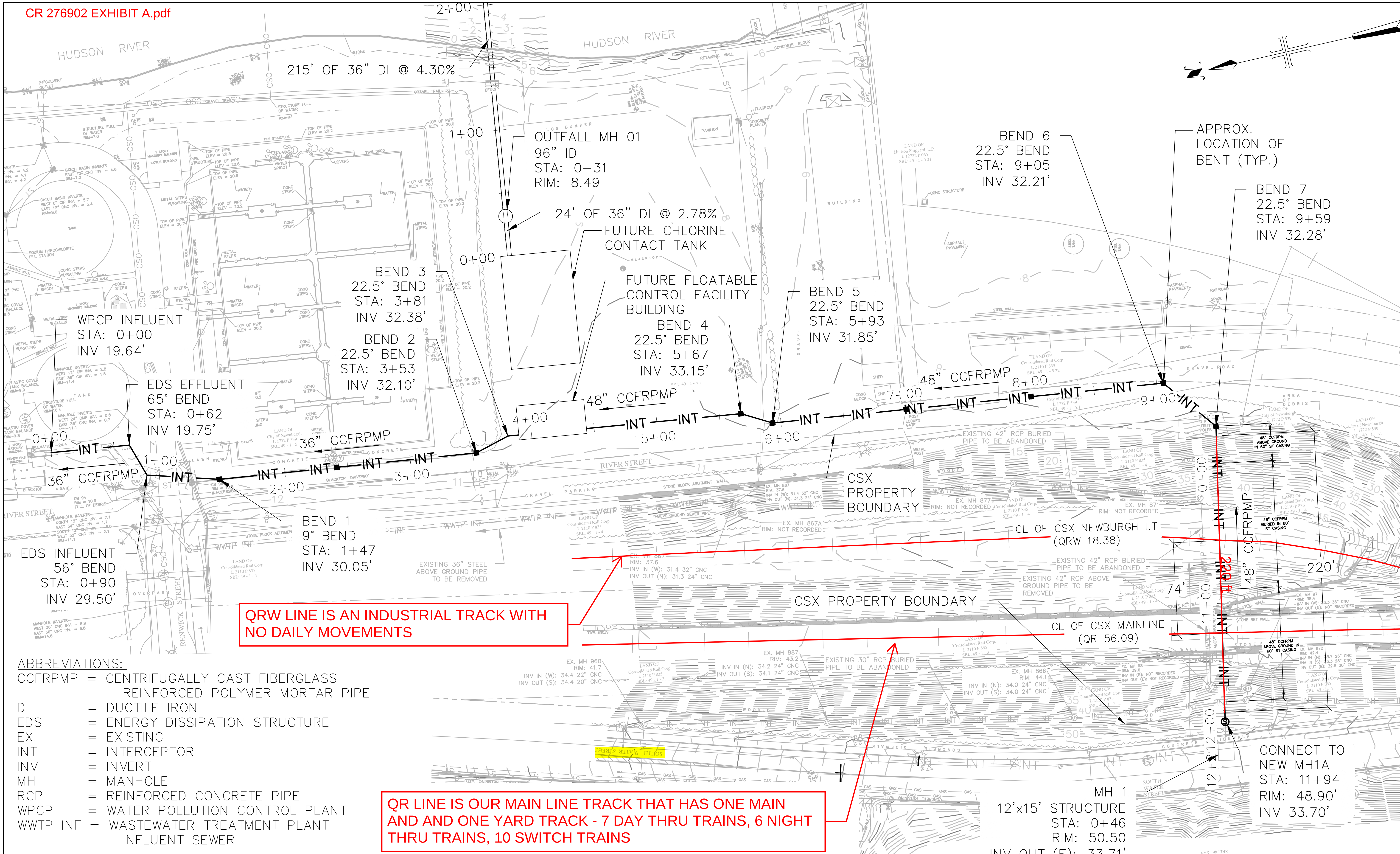
Newburgh, Orange County, New York | Albany Division, River Subdivision
Mile Post QR 56.09 | Latitude Longitude: 41.491967, -74.008392
Mile Post QRW 18.37 | Latitude Longitude: 41.49193,-74.00813

CSX PROPERTY SERVICES REVIEW
☒ No Exceptions ☐ Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By:

CSXT GENERAL NOTES:

1. REFER TO THE CSXT PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. TRENCH EXCAVATIONS SHALL BE OF SUCH DIMENSIONS AS TO PROVIDE AMPLE ROOM FOR CONSTRUCTION. TRENCH WIDTHS SHALL BE AT LEAST 12 INCHES WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE (6-INCHES EITHER SIDE OF THE PIPE). THE BOTTOMOF THE TRENCH, IN SO FAR AS IS PRACTICAL, SHALL BE EXCAVATED TO PERMIT PROPER PLACEMENT OF THE PIPE. THE EXCAVATION FOR THE PIPELINE SHALL INCLUDE THE REMOVAL OF ANY OBSTRUCTIONS ENCOUNTERED. THE TRENCH SHALL BE EXCAVATED TO A DEPTH AT LEAST 3 INCHES BELOW THE OUTSIDE BOTTOM ELEVATION OF THE PLANNED PIPELINE. WHEN NECESSARY, ALL EXCAVATIONS SHOULD BE DEWATERED PRIOR TO AND DURING INSTALLATION AND BACKFILLING OF THE SYSTEM.
3. COMPACT ALL BACKFILL IN EXCAVATIONS AND TRENCHES TO 95% MAXIMUM DRY DENSITY AS DEFINED IN ASTM STANDARD D1557. USE CLEAN, SUITABLE BACKFILL MATERIAL, INSTALL IN SIX-INCH LIFTS AND COMPACT.
4. BEDDING MATERIAL SHALL BE GRANULAR BACKFILL IDENTICAL TO SUBBALLAST, OR A WELL GRADED CRUSHED STONE OR GRAVEL.
5. WHEN EXCAVATING WORK WILL BE WITHIN CSXT RIGHT-OF-WAY, SHORING PLANS AND OTHER REQUIRED MATERIAL MUST BE SUBMITTED TO CSXT DESIGNEE FOR APPROVAL PRIOR TO ANY CONSTRUCTION. ANY EXCAVATION/HOLE LESS THAN 15' FROM THE CENTERLINE OF NEAREST TRACK MUST BE FILLED OR PROPERLY SHORED PRIOR TO ANY TRAIN PASSING.
6. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSXT PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSXT SPECIFICATIONS.
7. ALL PRESSURE PIPELINES INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHAL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
8. INSTALL HAND HOLES, SPLICE BOXES, AND MANHOLES PER THE REQUIREMENTS OF CSXT DESIGN & CONSTRUCTION SPECIFICATIONS. INSTALL THEM SO AS NOT TO CREATE A TRIPPING HAZARD OR TO INTERFERE WITH RAILROAD OPERATIONS.
9. NO CONSTRUCTION OR ENTRY UPON THE CSXT CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
10. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSXT SPECIFICATIONS WILL BE SUBMITTED TO THE CSXT DESIGNEE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
11. BLASTING IS NOT PERMITTED UNDER OR ON CSXT PROPERTY.
12. CSXT DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
13. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT DESIGNEE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
14. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
15. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
16. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
17. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM AFOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
18. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
19. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
20. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT DESIGNEE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
21. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT DESIGNEE.
22. IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
23. BACKFILL, COVER OR FENCE ALL EXCAVATIONS WHEN UNATTENDED. THE CSXT DESIGNEE WILL APPROVE THE PROTECTION METHOD AND THE TYPE OF FENCING MATERIAL. SET FENCING BACK AT LEAST 3 FEET (91 CENTIMETERS) FROM THE EDGES OF THE EXCAVATION. SET FENCE POSTS SECURELY IN THE GROUND AND INSURE THE FENCING IS SECURELY TIED TO POSTS WITH ZIP TIES OR SOME OTHER TIE WRAP PRODUCT.
24. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED. THE TOE OF SLOPES IN EXCAVATION SHALL IN NO CASE BE UNDERCUT BY POWER SHOVELS, BULLDOZERS, GRADERS, BLASTING, OR IN ANY MANNER. EXCAVATION SHALL NOT BE MADE IN EXCESS OF THE AUTHORIZED CROSS-SECTION.
25. AVOID THE NEED FOR WORKERS TO BE IN TRENCHES WHENEVER POSSIBLE. FOR EXAMPLE, WHEN TRENCHING IN A CONDUIT SYSTEM, THE PIPE TO BE PLACED SHOULD BE ASSEMBLED ABOVE THE TRENCH AND LOWERED DOWN INTO THE TRENCH. WHEN WORKERS ARE REQUIRED TO GO INTO AN EXCAVATION, SHORING AND CONFINED SPACE REQUIREMENTS WILL GOVERN.
26. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. CSXT ENVIRONMENTAL DEPARTMENT WILL HANDLE WASTE CHARACTERIZATION AND PROFILING INTO AN APPROVED DISPOSAL FACILITY. CSXT PROHIBITS ANY ENVIRONMENTAL SAMPLING ON ITS PROPERTY UNLESS GRANTED THROUGH AN WRITTEN ENVIRONMENTAL RIGHT-OF-ENTRY OR APPROVED IN WRITING BY THE CSXT ENVIRONMENTAL DEPARTMENT. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY. A LIST OF CSXT APPROVED LABORATORIES AND/OR DISPOSAL FACILITIES MAY BE OBTAINED FROM THE CSXT MANAGER ENVIRONMENTAL PROGRAMS.
27. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
28. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK, WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT, EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. THIS PERMIT IS SUBJECT TO ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT WITH THE DESIGN AND REQUIRES POTHOLING. ALL EXISTING UTILITIES ARE REQUIRED TO BE POTHOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSXT SPECIFICATIONS. HAND EXPOSE LINES TO A POINT OF NO CONFLICT (24 INCHES ON EITHER SIDE OF THE UNDERGROUND INSTALLATION). IF MARKED UTILITY CANNOT BE LOCATED, EXCAVATION MUST NOT PROCEED AND YOU MUST NOTIFY THE ONE CALL NUMBER OR UTILITY COMPANY TO PROVIDE ADDITIONAL INFORMATION TO DETERMINE THE EXACT LOCATION.
29. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO CSXT COMMUNICATION & SIGNAL FACILITIES.

NOTE: WORK SCHEDULE IS SUBJECT TO THE APPROVAL OF ALL REQUIRED CONSTRUCTION SUBMITTALS BY THE CSXT CONSTRUCTION REPRESENTATIVE, VERIFICATION THAT PROPOSED WORK WILL NOT CONFLICT WITH ANY CSXT U.G. FACILITIES, AND THE AVAILABILITY OF CSXT FLAGGING AND PROTECTION SERVICES. CONSTRUCTION SUBMITTALS WILL BE BASED UPON THE PROPOSED SCOPE OF WORK AND MAY INCLUDE, BUT ARE NOT LIMITED TO; PROPOSED WORK PLAN, PROJECT SCHEDULE, MEANS AND METHODS, SITE ACCESS, DEWATERING, TEMPORARY EXCAVATION/SHORING, SOIL DISPOSITION/MANAGEMENT, TRACK MONITORING, CONCRETE PLACEMENT WORK, STRUCTURAL LIFTING/RIGGING PLANS FOR HOISTING OPERATIONS, SUBSTRUCTURE CONSTRUCTION PLANS, STEEL ERECTION PLANS, ROADWORK PLANS, ETC. NO WORK MAY BEGIN ON, OVER, OR ADJACENT TO CSXT PROPERTY, OR THAT COULD POTENTIALLY IMPACT CSXT PROPERTY, OPERATIONS OR SAFETY WITHOUT THE PRIOR COMPLETION AND APPROVAL OF THE REQUIRED AFOREMENTIONED INFORMATION AND APPROVALS.



C:\Users\kra6401\ACCDocs\Arcadis\AUS-30034738-Newburgh CSO Long Term Control Plan - Disinfection Facility\Project Files\0_WIP\Civil\CSX\Design Alternatives\C-00.dwg LAYOUT: 01 SAVED: 11/16/2022 8:20 PM ACADVER: 23.1S (LMS TECH) PAGESETUP: ---- PLOTSTYLETABLE: AUS-NCSMOD HALF MONO.CTB PLOTTED: 11/23/2022 5:32 PM BY: K R, ARJUN KUMAR

ARCADIS Design & Consultancy for natural and built assets

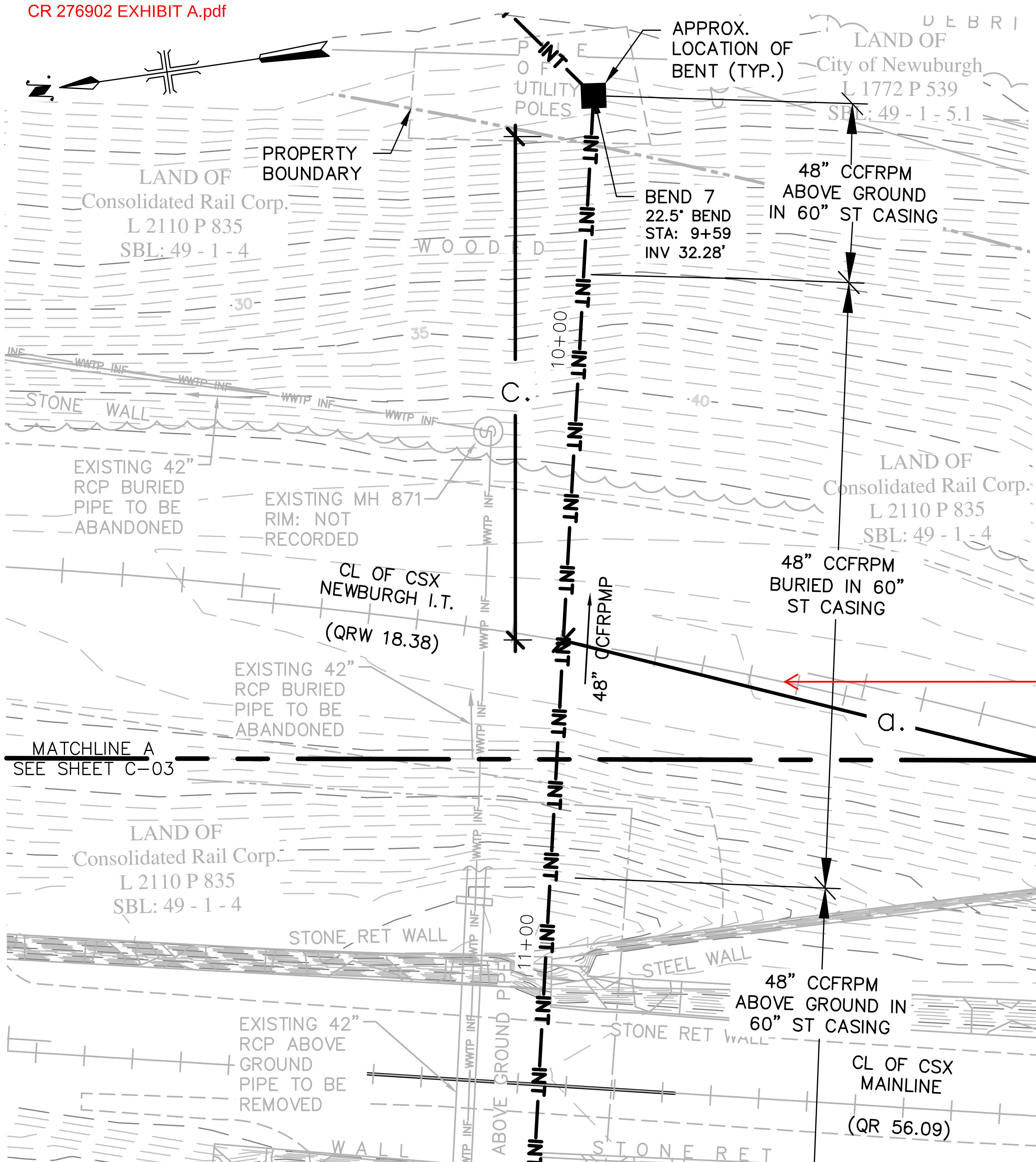
CITY OF NEWBURGH
INTERCEPTOR REPLACEMENT AND IMPROVEMENTS
LONG TERM CONTROL PLAN IMPLEMENTATION

0 35' 70' 140'

CSX OWNED AREA
GENERAL PLAN
SCALE: 1" = 70'-0"

NOVEMBER 2022

C-00



LEGEND

LETTER	DESCRIPTION	VALUE
(a)	DISTANCE FROM CROSSING TO CENTERLINE OF NEAREST PUBLIC ROAD INTERSECTION	275 FT SOUTHWEST TO SOUTH WATER ST CROSSING 263591G
(b)	WIDTH OF CSX R/W	ENTIRE AREA IS CSX PROPERTY – 220 FT WIDTH
(c)	DISTANCE FROM CENTERLINE OF TRACK TO R/W	CL OF TRACK TO CSX PROPERTY LINE EASTWARD: 82 FT
(d)	TOTAL LENGTH OF PIPE ON CSX R/W	PIPE WILL SPAN ENTIRE WIDTH OF CSX PROPERTY FOR BOTH CROSSINGS. TOTAL LENGTH OF PIPE ON CSX R/W IS 220 FT.
(f)	ANGLE OF CROSSING	APPROXIMATELY 100 DEGREES
(g)	IF CONTENTS UNDER PRESSURE: DISTANCE OF SHUT-OFF VALVES FROM CENTERLINE OF NEAREST TRACK	N/A – CONTENTS NOT UNDER PRESSURE
(h)	WIDTH OF LAUNCHING/RECEIVING AREA	LAUNCHING AREA ON EASTERN SIDE OF RAILROAD BERM., RECEIVING AREA ON WESTERN SIDE OF RAILROAD BERM
(i)	LENGTH OF LAUNCHING/RECEIVING AREA	SEE ABOVE

ABBREVIATIONS:

CCFRPMP = CENTRIFUGALLY CAST FIBERGLASS REINFORCED POLYMER MORTAR PIPE
EX. = EXISTING
INT = INTERCEPTOR SEWER
INV. = INVERT
MH = MANHOLE
RCP = REINFORCED CONCRETE PIPE
ST = STEEL
WWTP INF = WASTEWATER TREATMENT PLANT INFLUENT SEWER

ARCADIS Design & Consultancy for natural and built assets

CITY OF NEWBURGH
INTERCEPTOR REPLACEMENT AND IMPROVEMENTS
LONG TERM CONTROL PLAN IMPLEMENTATION

CSX OWNED AREA
TRACK A CROSSING – PLAN
0 10' 20'
SCALE: 1" = 20'

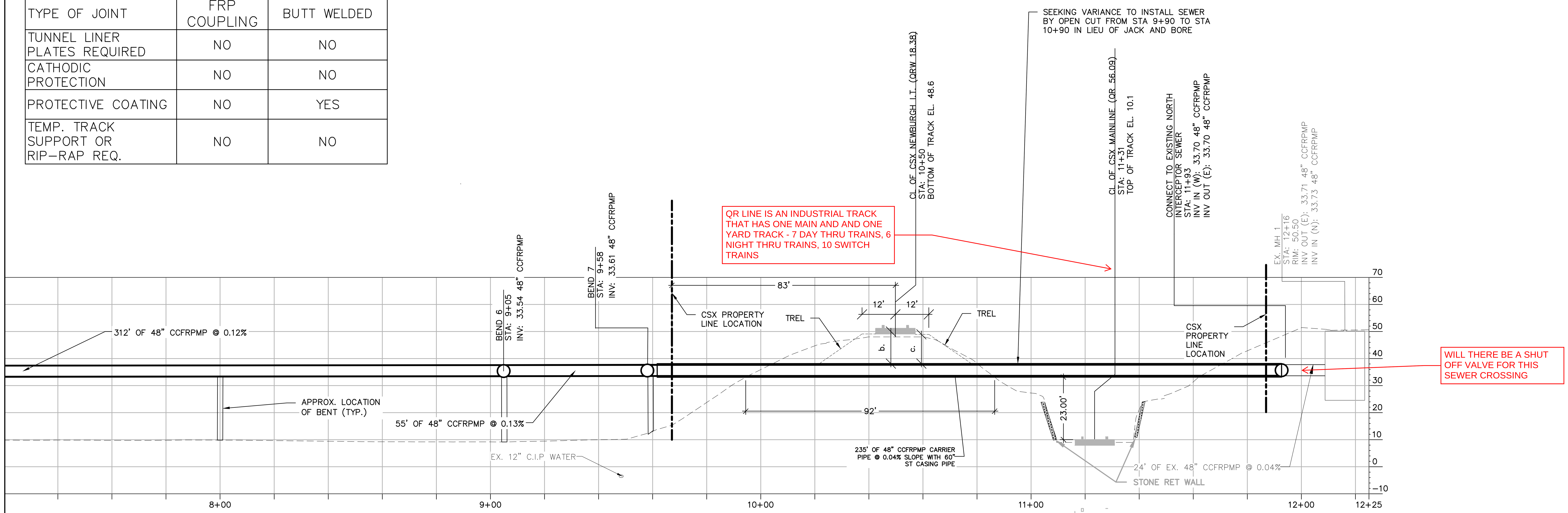
NOVEMBER 2022
C–01

PIPELINE CONTENT DETAILS

DESCRIPTION	VALUE	
COMMODITY DESCRIPTION	COMBINED SEWER WATER	
MAXIUMUM OPERATING PRESSURE	GRAVITY FLOW	
IS COMMODITY FLAMMABLE	NO	
CARRIER/CASING PIPE DETAILS	CARRIER PIPE	CASING PIPE
PIPE MATERIAL	CCFRPMP	STEEL
MATERIAL SPECIFICATIONS &GRADE	ASTM D3262	ASTM 252 Gr 3
SPECIFIED MINIMUM YIELD STRENGTH		42,000
NOMINAL SIZE OUTSIDE DIAMETER (IN.)	50.8	60.0
WALL THICKNESS (IN.)	1.080	0.781
TYPE OF SEAM		STRAIGHT OR SPIRAL
TYPE OF JOINT	FRP COUPLING	BUTT WELDED
TUNNEL LINER PLATES REQUIRED	NO	NO
CATHODIC PROTECTION	NO	NO
PROTECTIVE COATING	NO	YES
TEMP. TRACK SUPPORT OR RIP-RAP REQ.	NO	NO

LEGEND

LETTER	DESCRIPTION	VALUE
(b)	DISTANCE FROM BASE-OF-RAIL TO TOP-OF-CASING	10.43 FT
(c)	DISTANCE FROM BASE-OF-DITCH TO TOP-OF-CASING	9.83 FT
(f)	DISTANCE FROM TOP-OF-VENT PIPE TO GROUND SURFACE (4' MINIMUM REQUIRED)	N/A – NOT A GAS PIPE
(g)	DISTANCE FROM CENTERLINE OF TRACK TO VENT PIPE AT A 90 DEG ANGLE ON THE TRACK	N/A – NOT A GAS PIPE
(h)	THEORETICAL EMBANKMENT LINE: STARTS 12' FROM CENTERLINE OF TRACK AND EXTENDS AWAY FROM TRACK AT A SLOPE OF 1.5' OVER AND 1' DOWN	SEE PROFILE
(i)	CARRIER PIPE DIAMETER	48-INCH
(j)	CASING PIPE DIAMETER	60-INCH



ARCADIS Design & Consultancy for natural and built assets

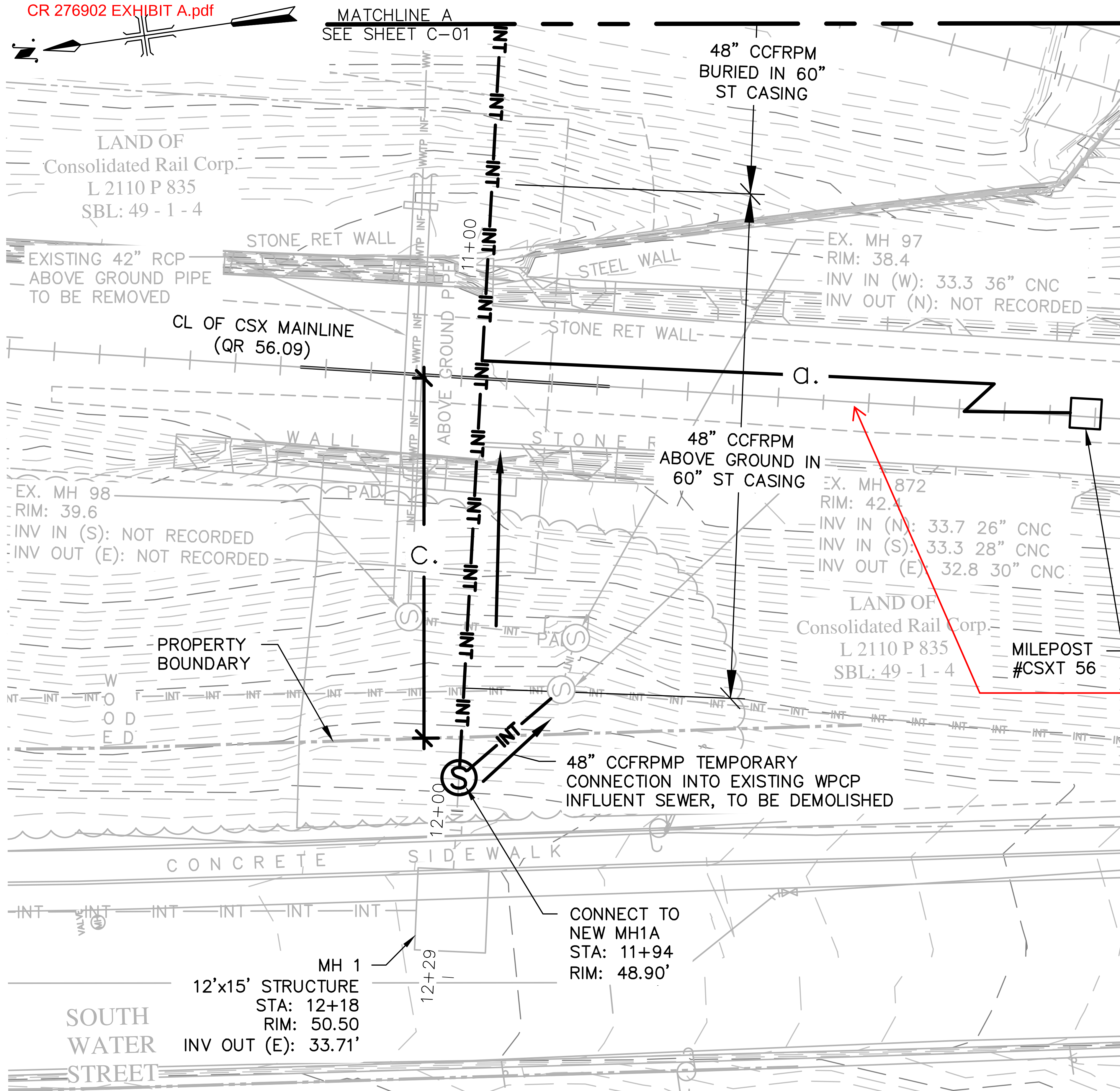
CITY OF NEWBURGH
INTERCEPTOR REPLACEMENT AND IMPROVEMENTS
LONG TERM CONTROL PLAN IMPLEMENTATION

CSX OWNED AREA
TRACK A CROSSING – PROFILE

SCALE: HORIZONTAL SCALE 1" = 20' VERTICAL SCALE 1" = 20'

NOVEMBER 2022

C-02



LEGEND

LETTER	DESCRIPTION	VALUE
(a)	DISTANCE FROM CROSSING TO NEAREST ACTUAL MILEPOST	633 FT SOUTH TO MP#CSXT 56 FROM CROSSING
(b)	WIDTH OF CSX R/W	ENTIRE AREA IS CSX PROPERTY – 220 FT WIDTH
(c)	DISTANCE FROM CENTERLINE OF TRACK TO R/W	CL OF TRACK TO CSX PROPERTY LINE EASTWARD: 62 FT
(d)	TOTAL LENGTH OF PIPE ON CSX R/W	PIPE WILL SPAN ENTIRE WIDTH OF CSX PROPERTY FOR BOTH CROSSINGS. TOTAL LENGTH OF PIPE ON CSX R/W IS 220 FT.
(f)	ANGLE OF CROSSING	APPROXIMATELY 90 DEGREES
(g)	IF CONTENTS UNDER PRESSURE: DISTANCE OF SHUT-OFF VALVES FROM CENTERLINE OF NEAREST TRACK	N/A – CONTENTS NOT UNDER PRESSURE

QR LINE IS AN INDUSTRIAL TRACK THAT HAS ONE MAIN AND AND ONE YARD TRACK - 7 DAY THRU TRAINS, 6 NIGHT THRU TRAINS, 10 SWITCH TRAINSNO DAILY MOVEMENTS

ABBREVIATIONS:
CCFRPMP = CENTRIFUGALLY CAST FIBERGLASS REINFORCED POLYMER MORTAR PIPE
EX. = EXISTING
INT = INTERCEPTOR SEWER
INV. = INVERT
MH = MANHOLE
RCP = REINFORCED CONCRETE PIPE
ST = STEEL
WWTP INF = WASTEWATER TREATMENT PLANT INFLUENT SEWER

User: MALLIKED7246 Spec: AUS-NCSMOD File: C:\USERS\KRA6401\ACCDOCS\ARCADIS\AUS-30034738-NEWBURGH CSO LONG TERM CONTROL PLAN - DISINFECTION FACILITY
Plot Date: K R, Arjun Kumar; 11/23/2022; 17:45 ; Layout: C-01

ARCADIS Design & Consultancy for natural and built assets

CITY OF NEWBURGH
INTERCEPTOR REPLACEMENT AND IMPROVEMENTS
LONG TERM CONTROL PLAN IMPLEMENTATION

CSX OWNED AREA
TRACK B CROSSING – PLAN
SCALE: 1" = 20'

NOVEMBER 2022
C-03

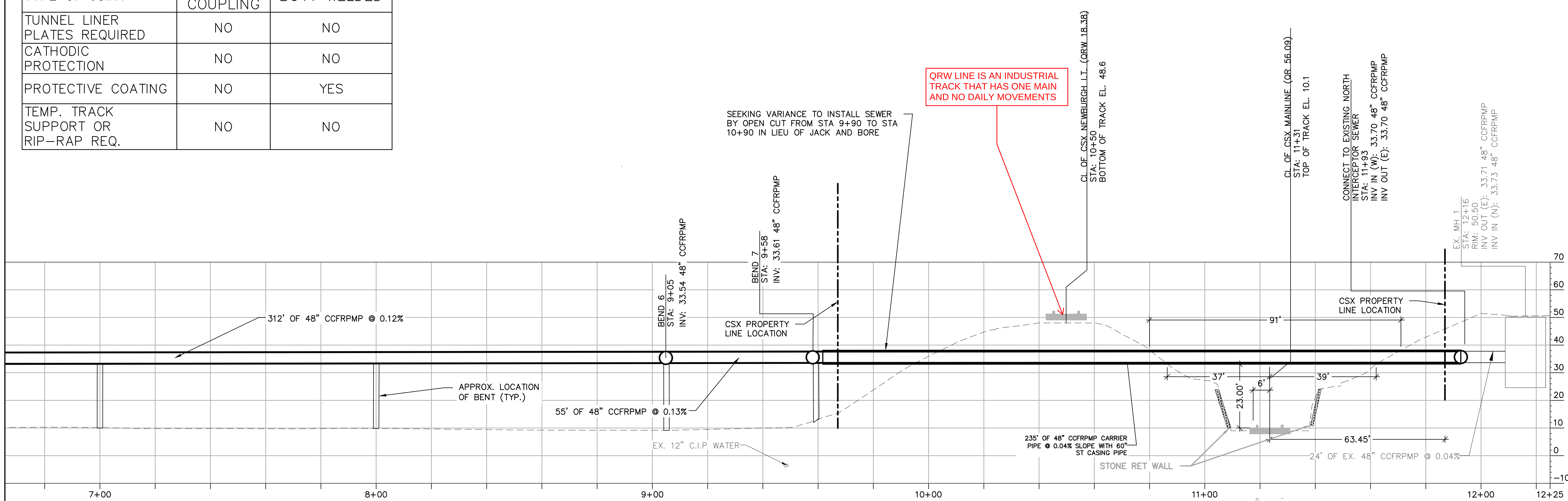
C:\Users\darshanl8623\DC\ACCDocs\Arcadis\AUS-30034738-Newburgh CSO Long Term Control Plan - Disinfection Facility\Project Files\0_WIP\Civil\CSX\c-04.dwg PLOTTED:
LAYOUT: C-04 SAVED: 10/23/2023 8:23 PM ACADVER: 24.3S (LMS TECH) PAGESETUP: ---- PLOTSTYLETABLE: AUS-NCSMOD FULL MONO.CTB
10/23/2023 8:23 PM BY: DARSHAN, L

PIPELINE CONTENT DETAILS

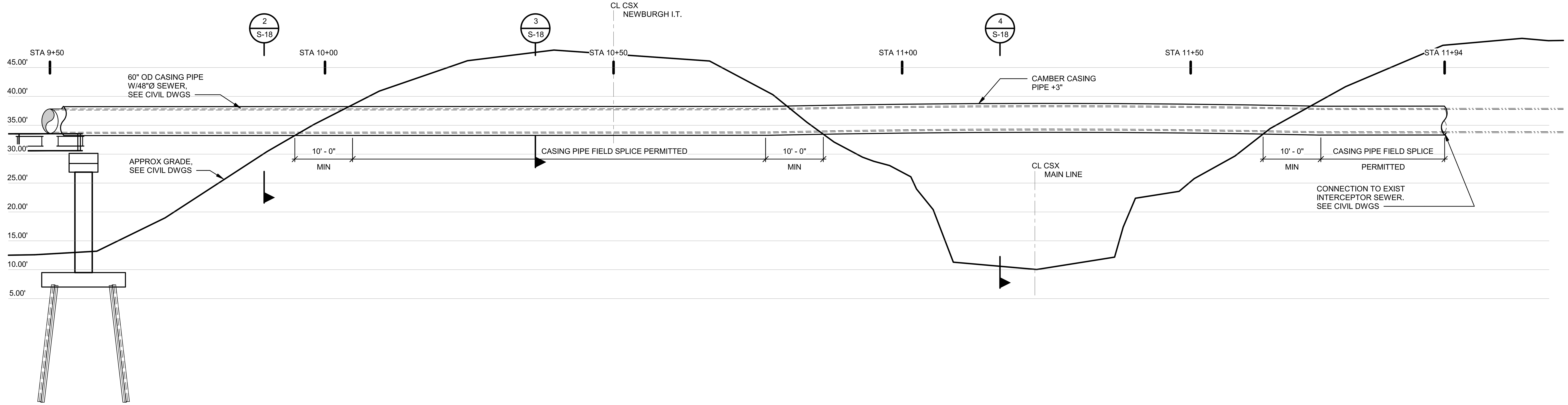
DESCRIPTION	VALUE	
COMMODITY DESCRIPTION	COMBINED SEWER WATER	
MAXIUMUM OPERATING PRESSURE	GRAVITY FLOW	
IS COMMODITY FLAMMABLE	NO	
CARRIER/CASING PIPE DETAILS	CARRIER PIPE	CASING PIPE
PIPE MATERIAL	CCFRPMP	STEEL
MATERIAL SPECIFICATIONS &GRADE	ASTM D3262	ASTM 252 Gr 3
SPECIFIED MINIMUM YIELD STRENGTH		42,000
NOMINAL SIZE OUTSIDE DIAMETER (IN.)	50.8	60.0
WALL THICKNESS (IN.)	1.080	0.781
TYPE OF SEAM		STRAIGHT OR SPIRAL
TYPE OF JOINT	FRP COUPLING	BUTT WELDED
TUNNEL LINER PLATES REQUIRED	NO	NO
CATHODIC PROTECTION	NO	NO
PROTECTIVE COATING	NO	YES
TEMP. TRACK SUPPORT OR RIP-RAP REQ.	NO	NO

LEGEND

LETTER	DESCRIPTION	VALUE
(a.)	DISTANCE FROM CENTERLINE OF TRACK TO R/W:	FROM CL OF TRACK TO CSX PROPERTY LINE WESTWARD: 63.45'
(c.)	VERTICAL CLEARANCE, FROM TOP OF RAIL TO CLOSEST COMPONENT OF STRUCTURE:	DISTANCE FROM TOP OF RAIL TO BOTTOM OF CASING PIPE: 23.00'



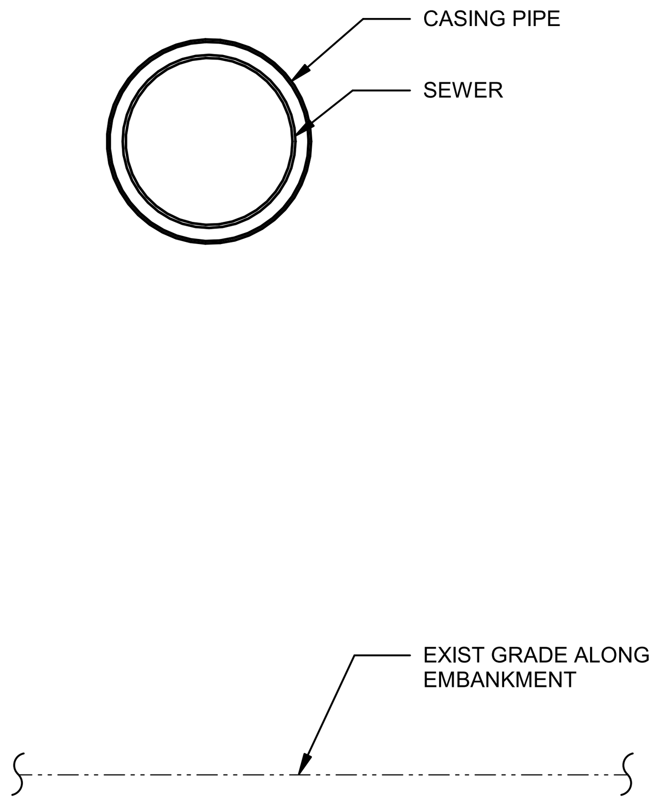
ARCADIS Design & Consultancy for natural and built assets	CITY OF NEWBURGH INTERCEPTOR REPLACEMENT AND IMPROVEMENTS LONG TERM CONTROL PLAN IMPLEMENTATION	CSX OWNED AREA TRACK B CROSSING - PROFILE SCALE: HORIZONTAL SCALE 1" = 20' (0, 10', 20') VERTICAL SCALE 1" = 20' (0, 10', 20')	NOVEMBER 2022 C-04



1 S-18 TRESTLE ELEVATION STA 9+50 TO STA 11+94

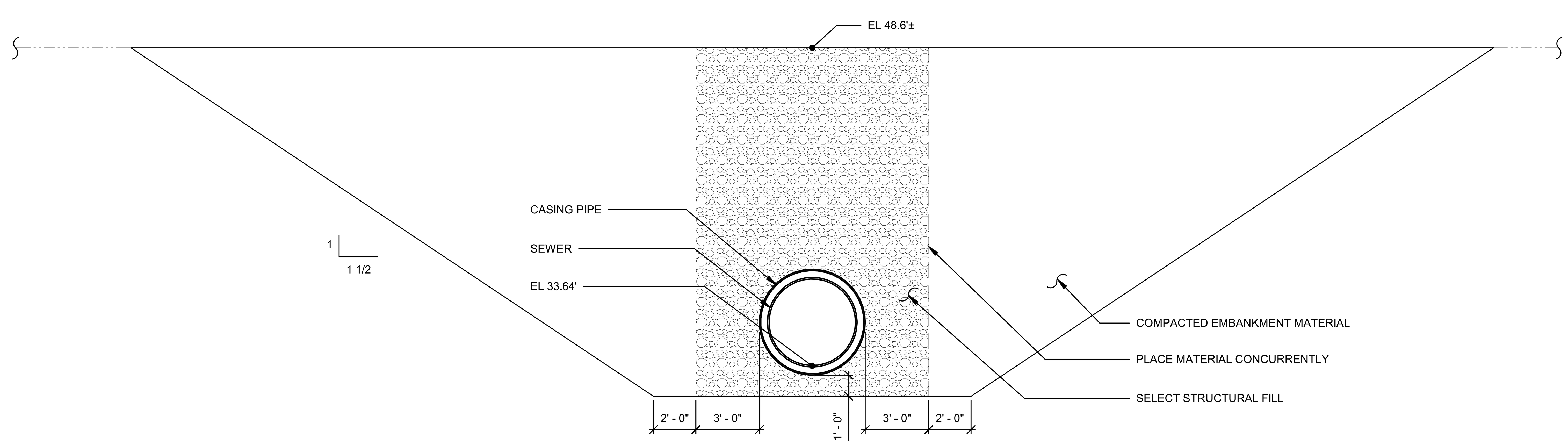
SCALE: 1" = 10'-0"

NOTE:
FIELD SPLICE IN CASING PIPE ONLY PERMITTED IN DESIGNATED LOCATIONS ON ELEVATION.



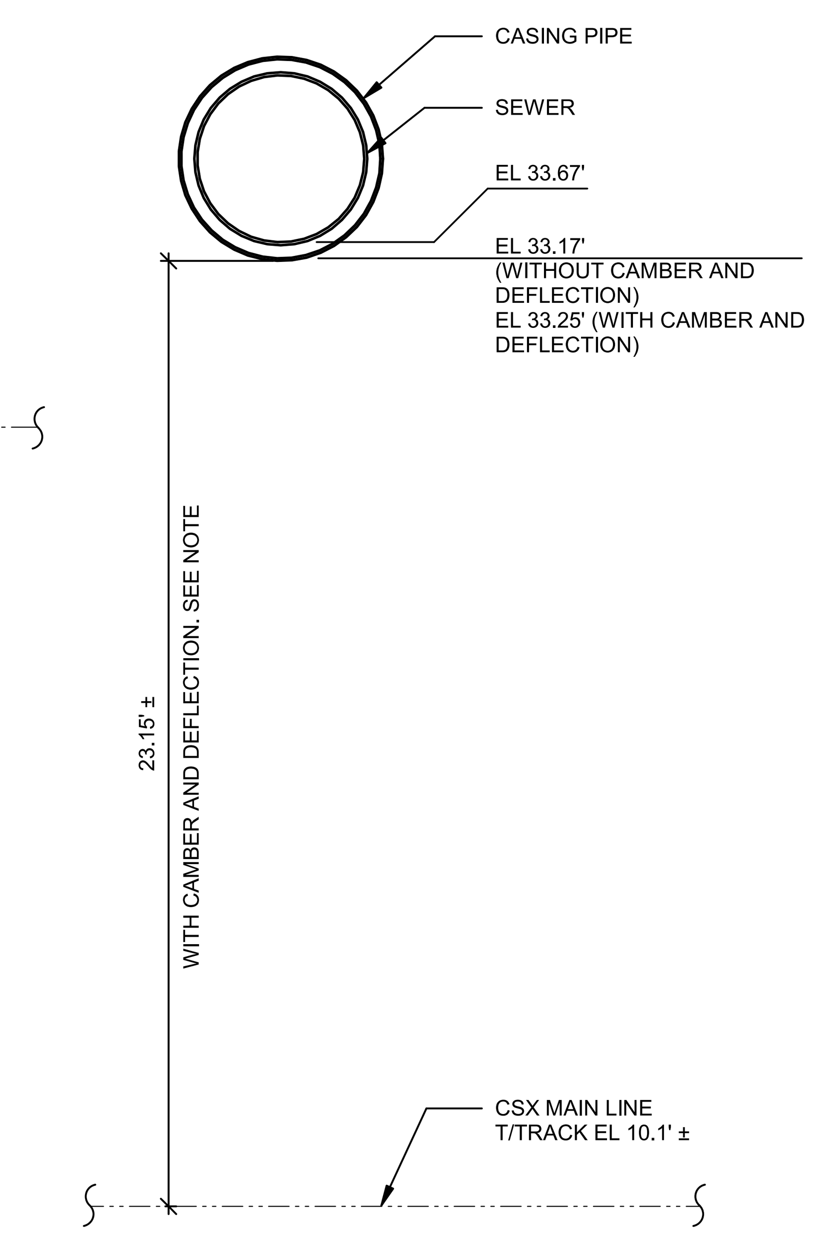
2 S-18 SECTION

NOT TO SCALE



3 S-18 SECTION

NOT TO SCALE



4 S-18 SECTION

NOT TO SCALE

NOTE:
CLEARANCE ACCOUNTS FOR 3" UPWARD CAMBER AND 2" SUBSEQUENT DOWNWARD DEFLECTION OF FULL SEWER

ARCADIS

LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

RYAN BIGGS CLARK DAVIS
ENGINEERING & SURVEYING
257 Ushers Road, Clifton Park, NY 12065
p. 518.406.5506 f. 518.406.5514
www.ryanbiggs.com

CERTIFICATE OF AUTHORITY #: 0018226

SEALS

STATE OF NEW YORK
MATTHEW G. YERNEY
LICENSED PROFESSIONAL ENGINEER
84009

EXPIRATION DATE: June 30, 2026

NEWBURGH, NY

CITY OF NEWBURGH

COMBINED SEWER
CONTROL FACILITY

ARCADIS PROJ. NO. 30092420

NO.	DATE	ISSUED FOR	BY

DATE: 11 OCTOBER 2024
PROJECT NO.: 30092420
FILE NAME: S-18
DESIGNED BY: NDL
DRAWN BY: JMO
CHECKED BY: MGY

SHEET TITLE

TRESTLE ELEVATION
STA 9+50 TO STA 11+94

SCALE: As shown

S-18

SHEET 83 OF 170

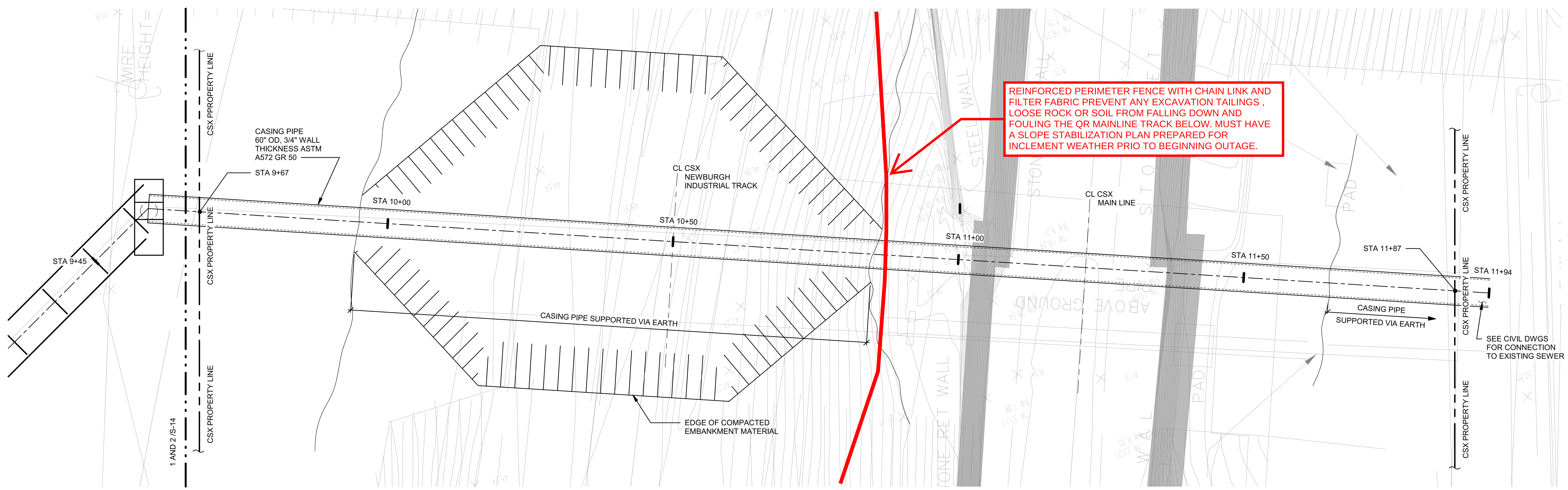
11759.4

Autodesk Docs://AUS-30034738-Newburgh CSO Long Term Control Plan - Disinfection Facility/11759.4_Newburgh_WWTP_R24.rvt

10/11/2024 8:15:19 AM

1 S-15 PARTIAL FOUNDATION PLAN
SCALE: 1" = 10'-0"

NOTES:
1. SEE S-00 SERIES DRAWINGS FOR TYPICA PLAN NOTES.
2. #X - INDICATES PILE DESIGNATION. SEE S-56 FOR PILE TABLE AND DETAILS.
3. SEE 1/S-18 FOR PIPE CASING ELEVATION.
4. PIPE CASING SHALL BE GALVANIZED.
5. PIPE CASING SHALL HAVE INTERNAL SADDLES, CRADLES, OR OTHER ACCEPTED MEANS (NOT SHOWN) TO PROVIDE THE NECESSARY SEWER PIPE SUPPORT REQUIRED BY THE SEWER PIPE MANUFACTURER BASED ON THE SEWER PIPE SEGMENT LENGTHS PROVIDED BY THE CONTRACTOR.



2 S-15 PARTIAL FRAMING PLAN
SCALE: 1" = 10'-0"

ARCADIS

LEGAL ENTITY:
ARCADIS OF NEW YORK, INC.

CONSULTANTS

RYAN BIGGS CLARK DAVIS
ENGINEERING & SURVEYING
257 Ushers Road, Clifton Park, NY 12065 p. 518 406.5506 f. 518 406.5514 www.ryanbiggs.com

CERTIFICATE OF AUTHORITY #: 0018226

SEALS

STATE OF NEW YORK · MATTHEW G. YERNEY · 084009 · LICENSED PROFESSIONAL ENGINEER

EXPIRATION DATE: June 30, 2026

NEWBURGH, NY
CITY OF NEWBURGH

COMBINED SEWER CONTROL FACILITY

ARCADIS PROJ. NO. 30092420

NO.	DATE	ISSUED FOR	BY

COPYRIGHT: 2022 ARCADIS OF NEW YORK, INC.

DATE: 11 OCTOBER 2024
PROJECT NO.: 30092420
FILE NAME: S-15
DESIGNED BY: NDL
DRAWN BY: JMO
CHECKED BY: MGY

SHEET TITLE

PARTIAL PROJECT PLAN STA 9+50 TO STA 11+94

SCALE: As shown

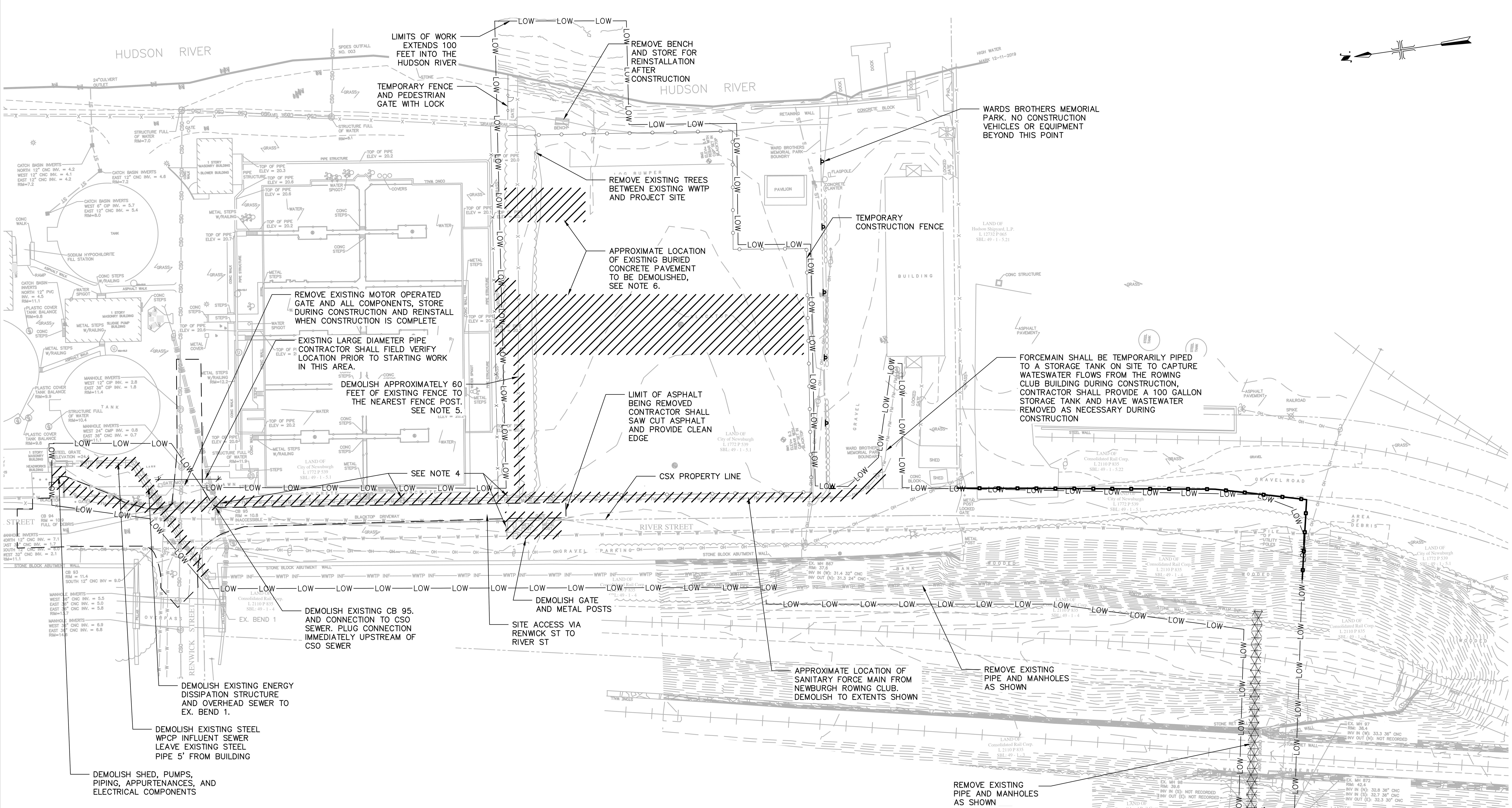
S-15

SHEET 80 OF 170

11759.4

Autodesk Docs://AUS-30034738-Newburgh CSO Long Term Control Plan - Disinfection Facility/11759.4_Newburgh_WWTP_R24.rvt

10/11/2024 8:14:27 AM



NOTES:

1. CONTRACTOR SHALL PLUG BOTH ENDS OF THE EXISTING WPCP INFLUENT SEWER AND FILL WITH FLOWABLE FILL IN ACCORDANCE WITH "PLUG AND ABANDON PIPE" DETAIL 7/C-20.
2. FOR MANHOLES BEING ABANDONED IN PLACE, REMOVE FRAME, GRATE/COVER, REMOVE ABOVE GRADE PORTION OF STRUCTURE AND FILL STRUCTURE WITH FLOWABLE FILL. SEE DETAIL 4/C-20.
3. CONCRETE CURB SHALL BE COMPLETELY DEMOLISHED AND HAULED OFFSITE.
4. CAREFULLY REMOVE LIGHT POLES AND SIGNAGE INTERFERING WITH THE WORK, AND STORE FOR REINSTALLATION AFTER CONSTRUCTION WHERE INDICATED ON THE DRAWINGS.
5. CONTRACTOR SHALL PROVIDE TEMPORARY FENCING TO SECURE SITE DURING CONSTRUCTION.
6. CONTRACTOR SHALL FIELD VERIFY LOCATION OF EXISTING BURIED CONCRETE PAVEMENT.
7. CONTRACTOR SHALL CLEAR AND GRUB AS REQUIRED TO COMPLETE THE WORK.

PLAN

0 20' 40' 80'

SCALE: 1" = 40'

ARCADIS

LEGAL ENTITY: ARCADIS OF NEW YORK, INC.

CONSULTANTS

SEALS

NEWBURGH, NY
CITY OF NEWBURGH

COMBINED SEWER CONTROL FACILITY PROJECT

ARCADIS PROJ. NO. 30092420

NO.	DATE	ISSUED FOR	BY

DATE: DECEMBER 2024
PROJECT NO.: 30092420
FILE NAME: C-01
DESIGNED BY: J. LAPLANTE
DRAWN BY: C. SHEKHARA
CHECKED BY: A. BROOKS

SHEET TITLE

CIVIL

EXISTING SITE AND DEMOLITION PLAN

SCALE: 1" = 40'

C-01

SHEET 26 OF 170

Account/Contract No.	CR 276902
Tracking No.	1060640
Reference Number	30092420

Invoice

Date 02/06/2025

Customer

City of Newburgh, NY
83 Broadway
Newburgh, NY 12550

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars **12,600.00**

Fees Summary

Review Fee	$7,500.00
Railroad Protective Liability (Only if RPL is not provided)	
Expedited Review Fee	
License Fee	$5,100.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars **12,600.00**

CSX Federal ID No.	54-6000720
CSX Canadian ID No.	105203095 RC 0001
CSX Quebec ID No.	1022434469 IC 0001

Please remit payment to: **CSX Transportation, Inc.**

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202

Questions? Contact: *JUSTIN_ROERIG2@CSX.COM*

RESOLUTION NO.: __42__ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T) FOR ASBESTOS ABATEMENT MANAGEMENT AND THIRD-PARTY AIR MONITORING SERVICES FOR THE DELANO-HITCH RECREATION PARK STORAGE SHED AT A COST OF $7,131.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for asbestos abatement management and third-party air monitoring services in connection with the removal of the Delano-Hitch Recreation Park storage shed; and

WHEREAS, the proposal includes preparation of site-specific abatement specifications and bid documents, and abatement management and third-party air monitoring services; and

WHEREAS, the cost for these services will be $7,131.00 and funding shall be derived from A.7140.0208 – Recreation – Construction and Major Alterations; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that entering into a contract for such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management and third-party air monitoring services in connection with the removal of the Delano-Hitch Recreation Park storage shed at a cost of $7,131.00.

February 24, 2025

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: Delano Hitch Storage Building – 401 Washington Street, Newburgh, NY 12550
Request for Proposal – Specification/Bidding and Asbestos Abatement Monitoring & Management Services

Dear Mr. Morris,

Quality **E**nvironmental **S**olutions **& T**echnologies, Inc. **(QuES&T)** is pleased to submit the attached proposal to: 1) Prepare a Specification with Bid Documents outlining the scope of work and Conduct Onsite Walkthrough w/Prospective Bidders to secure pricing for the project and, 2) provide Asbestos Abatement Monitoring & Management Services during abatement.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T**'s extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

Rudy Lipinski - LEED®AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

SPECIFICATION/BIDDING AND ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
DELANO HITCH STORAGE BUILDING
401 Washington Street
Newburgh, NY 12550

QuES&T agrees to provide the following services:

1.) Asbestos Abatement Specification w/Bid Documents (Short Spec) & Bidding Process

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content, and assist the **City of Newburgh** in the selection of an Environmental Remediation Contractor.

2.) Asbestos Abatement Management and Monitoring

Item 1: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)
- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 2: Third Party Asbestos Air Monitoring

- **QuES&T** will provide collection and laboratory analysis of the required air samples, in conjunction with Item 1, on a cost per sample basis. To maintain compliance with the requirements of 56-4.3, analysis of the air samples shall be by "an independent laboratory conforming to the requirements of 12 NYCRR 56-4.2". The sampling frequency will be as specified in Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site-Specific Variances utilized in the conduct of this project.

SPECIFICATION/BIDDING AND ASBESTOS ABATEMENT MONITORING & MANAGEMENT SERVICES
for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
DELANO HITCH STORAGE BUILDING
401 Washington Street
Newburgh, NY 12550

- **1) ASBESTOS ABATEMENT SPECIFICATION (SHORT SPEC) & BIDDING PROCESS**

Develop Abatement Work Scopes with Bid Documents	$ 2,500.00
Conduct Onsite Walkthrough w/Prospective Bidders	$ 350.00
Lump Sum Total:	**$ 2,850.00**

- **2) ASBESTOS ABATEMENT MONITORING & MGMT SERVICES**

Project Management Labor (1 PM, 4 hours @ $90/hour)	$ 360.00
Project Monitor "Weekday" Labor (1 Tech, 5 Shifts @ $585/shift)	$ 2,925.00
24-hr. TAT "Backgr & Handling" PCM Air Sample Analysis (32 @ $17/each)	$ 544.00
3-hr. TAT "Clearance" PCM Air Sample Analysis (12 @ $21/each)	$ 252.00
Travel and Misc. Materials	$ 200.00
Estimated Total:	**$ 4,281.00**
Estimated Project Total:	**$ 7,131.00**

NOTES:
1. ***Client shall be charged for actual services rendered and/or samples analyzed.***
2. ***Sample analysis turnaround time begins when samples are received within the laboratory and does not include holidays.***

ACCEPTANCE OF PROPOSAL #P259299

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.
Payment Terms: Payment Shall Be Net 30 Days; Following Delivery of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Authorized Representative:

By ______________________ ______________________ __________

Signature *Print Name & Title* *Date*

RESOLUTION NO.: ____43____ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CAPITAL MARKETS ADVISORS LLC TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH RELATING TO NEW ISSUE BONDS, BOND ANTICIPATION NOTES, TAX ANTICIPATION NOTES, DEFICIT NOTES AND BUDGET NOTES

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, by Resolution No. 164-2016 of July 11, 2016, Resolution No. 149-2017 of June 12, 2017, Resolution No. 35-2020 of February 10, 2020, Resolution No. 191-2021 of August 9, 2021, and Resolution No. 57-2023 of April 10, 2023, the City Council authorized the City Manager to enter into a professional services agreement with Capital Markets Advisors, LLC to provide such securities and financing services; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to continue such professional services agreement with Capital Markets Advisors, LLC for such 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 execute an agreement in substantially the same form as annexed hereto with Capital Markets Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _______ day of ________________, 2025 by and between the City of Newburgh, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

***Section* 1 <u>Financial Advisory Services</u>**

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and otherwise completing each Issue to be undertaken by the City.

1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the City regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the City and CMA agree should be included in the plan of financing.

1.03 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.

1.04 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.

1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the City to efficiently manage each Issue to meet City's objectives.

1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.

1.07 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.

1.08 Prepare final debt service schedules.

1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.

1.10 Provide Continuing Disclosure as required by SEC Rule 15c 2-12.

***Section* 2 <u>Compensation</u>**

2.01 For CMA's performance of services on behalf of the City as described in Section 1 hereof, CMA’s compensation, some of which were contingent on an issue closing, will be as follows:

- For bond issues: base fee $10,000 plus $0.55 per $1,000 of bonds issued over $3 million
- For note issues: base fee of $5,100 plus $0.55 per $1,000 of notes issued for issues over $3 million
- For note issues sold with a Term Sheet with no Official Statement: $4,200

- For issues through NYS EFC: a fee of $25,000 which includes both short-term and long-term financing of the loan. Such fee is due upon receipt of funding from EFC in the amount of $12,500 at the closing of the short-term financing and $12,500 upon the closing of the long term financing. If only a long-term EFC issue is issued: a fee is $15,000 at the closing of the loan
- For capital leases: a base fee of $6,500 plus $0.50 per $1,000 of lease debt issued
- For Continuing Disclosure services: an annual fee of $2,600

2.02 For advisory services rendered for which the above fees are not applicable, CMA will be compensated on an hourly basis at a rate of $185 per hour.

2.03 The City will pay normal issuance costs such as printing, postage, photocopying, overnight delivery, web posting, Bond Counsel, rating agency fees and other associated expenses.

2.04 Payment of CMA's compensation for a financing is due within 30 days of receipt by the City of CMA's invoice.

***Section* 3 Term of Agreement**

The term of this Agreement shall be from the date hereof to December 31, 2026

***Section* 4 Responsibilities of Parties**

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by the CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

***Section* 5 Binding Effect**

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

***Section 6* Required Regulatory Disclosure**

Municipal Advisor Regulators

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission

("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure
CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. This conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure
MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures
As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 7 **Independent Contractor**

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

***Section* 8** **Modification**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President

City of Newburgh, New York

By: ___________________________________

Name: ________________________________

Title: _________________________________

RESOLUTION NO.: 44 - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CROWN CASTLE FIBER, LLC TO RECONSTRUCT THE CITY'S WIDE AREA NETWORK AT A TOTAL COST OF $16,694.00

WHEREAS, by Resolution No. 250-2006 of December 18, 2006, the City of Newburgh approved a Master Telecommunications License Agreement with Hudson Valley Data Net, LLC to create a Wide Area Network ("WAN") and provide internet services to the City of Newburgh; and

WHEREAS, the City has received a proposal from Crown Castle Fiber, LLC, as the successor in interest to Hudson Valley Data Net, LLC, amending the parties' Master Telecommunications License Agreement to reconstruct and improve the City WAN infrastructure; and

WHEREAS, the total cost of the project is of $16,694.00 with funding derived from A.1680.0453; and

WHEREAS, this Council has determined that accepting such proposal and entering into the contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with Crown Castle Fiber, LLC to reconstruct the City's Wide Area Network services at a cost of $16,694.00.

CROWN CASTLE

Order Form

Order Type: Renewal/Replacement
SO # 2024-127863

Licensee or Customer Contact Detail

Licensee or Customer	**City of Newburgh NY**
Address & Contact	**Address** 83 Broadway **City, State** Newburgh, NY 12550 **Phone** (845) 569-7300 **Fax** 845-569-7490
Billing Address & Contact	**Name** City of Newburgh NY **Email** **Billing Address** 83 Broadway **Phone** 8455697395 **City, State** Newburgh, NY 12550 **Fax** 8455697490
Technical Contact	**Name** Camile Mohammed **Primary Phone** (845) 569-7300 **E-mail** cmohammed@cityofnewburgh-ny.gov **Alternate Phone**

Product Detail

Managed SD-WAN #1

Product Type Managed SD WAN **Total Bandwidth** 500Mbps
MRC **$199.00** **NRC** **$0.00**
Install Lead Time **60 Days**

Location A Product Details — **Handoff Type** 1000SX **MM**

Location A — 401 Washington St, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type NextGen Firewall
MRC $29.00

Addon #2

Product Type High Availability
MRC $69.00

Internet #1 *

Product Type Internet Access **Bandwidth** 500Mbps
MRC **$170.00** **NRC** **$0.00** **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /30

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435920

Location A Product Details — **Handoff Type** 1000SX **MM**

Location A — 55 Broadway, 1st Floor, Newburgh, NY 12550

Ethernet #1

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC **$770.00** **NRC** **$0.00** **Service Level** 99.9%
Install Lead Time **60 Days**
Existing Product ID S307457

Location A Product Details — **Handoff Type** 1000SX **MM**

Location A — 55 Broadway, 1st Floor, Newburgh, NY 12550

Location Z Product Details — **Handoff Type** 1000SX **MM**

Internet #2 *

Product Type Dedicated Internet Access **Bandwidth** 10Gbps
MRC **$2,150.00** **NRC** **$0.00** **Service Level** IP
Connector 10 GigE - **IPv4 Block** /29 - /27

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S433387

Location A Product Details — **Handoff Type** 10 GigE

Location A — 55 Broadway, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type DDoS Defense
MRC $600.00

* In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Internet #3 *

Product Type	Internet Access			**Bandwidth**	500Mbps
MRC	**$170.00**	**NRC**	**$0.00**	**Service Level**	IP
Connector	1000SX - MM	**IPv4 Block**	/30		

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435923

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	300 Broadway, 1st Floor, Newburgh, NY 12550

Internet #4 *

Product Type	Dedicated Internet Access			**Bandwidth**	500Mbps
MRC	**$460.00**	**NRC**	**$0.00**	**Service Level**	IP
Connector	1000SX - MM	**IPv4 Block**	/30		

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435922

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	300 Broadway, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type **DDoS Defense**

MRC $75.00

* In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Ethernet #2

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC **$770.00** **NRC** **$0.00** **Service Level** 99.9%
Install Lead Time **60 Days**
Existing Product ID S307454

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	300 Broadway, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Internet #5 *

Product Type	Internet Access			**Bandwidth**	500Mbps
MRC	**$170.00**	**NRC**	**$0.00**	**Service Level**	IP
Connector	1000SX - MM	**IPv4 Block**	/30		

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435925

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	401 Washington St, 1st Floor, Newburgh, NY 12550

Internet #6 *

Product Type	Dedicated Internet Access			**Bandwidth**	500Mbps
MRC	**$460.00**	**NRC**	**$0.00**	**Service Level**	IP
Connector	1000SX - MM	**IPv4 Block**	/29 - /27		

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435924

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	401 Washington St, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type **DDoS Defense**

MRC $75.00

* In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Ethernet #3

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 1Gbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	1 Gbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC **$770.00** **NRC** **$0.00** **Service Level** 99.9%
Install Lead Time **50 Days**

	Existing Product ID S421859
Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	401 Washington St, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Internet #7 *	**Product Type** Dedicated Internet Access **Bandwidth** 500Mbps **MRC** **$460.00** **NRC** **$0.00** **Service Level** IP **Connector** 1000SX - MM **IPv4 Block** /29 - /27 * Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time **60 Days** **Existing Product ID** S435926
Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	88 Pierces Rd, 1st Floor, Newburgh, NY 12550

Addon #1	**Product Type** **DDoS Defense** **MRC** $75.00 * In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Internet #8 *	**Product Type** Internet Access **Bandwidth** 500Mbps **MRC** **$170.00** **NRC** **$0.00** **Service Level** IP **Connector** 1000SX - MM **IPv4 Block** /30 * Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time **60 Days** **Existing Product ID** S435927
Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	88 Pierces Rd, 1st Floor, Newburgh, NY 12550

Ethernet #4

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC **$770.00** **NRC** **$0.00** **Service Level** 99.9%
Install Lead Time **60 Days**
Existing Product ID S307461

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	88 Pierces Rd, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Internet #9 *	**Product Type** Internet Access **Bandwidth** 500Mbps **MRC** **$170.00** **NRC** **$0.00** **Service Level** IP **Connector** 1000SX - MM **IPv4 Block** /30 * Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time **60 Days** **Existing Product ID** S435929
Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	493 Little Britain Rd, 1st Floor, Newburgh, NY 12553

Internet #10 *	**Product Type** Dedicated Internet Access **Bandwidth** 500Mbps **MRC** **$460.00** **NRC** **$0.00** **Service Level** IP **Connector** 1000SX - MM **IPv4 Block** /29 - /27 * Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time **60 Days** **Existing Product ID** S435928
Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	493 Little Britain Rd, 1st Floor, Newburgh, NY 12553

Addon #1	**Product Type** **DDoS Defense** **MRC** $75.00 * In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Ethernet #5	**Product Type** Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC **$770.00** **NRC** **$0.00** **Service Level** 99.9%
Install Lead Time **60 Days**
Existing Product ID S307460

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	493 Little Britain Rd, 1st Floor, Newburgh, NY 12553
Location Z Product Details	**Handoff Type** 1000SX **MM**

Internet #11 *

Product Type Internet Access **Bandwidth** 500Mbps
MRC **$170.00** **NRC** **$0.00** **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /30

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435931

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	123-125 Grand St, 1st Floor, Newburgh, NY 12550

Internet #12 *

Product Type Dedicated Internet Access **Bandwidth** 500Mbps
MRC **$460.00** **NRC** **$0.00** **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /29 - /27

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435930

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	123-125 Grand St, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type **DDoS Defense**

MRC $75.00

* In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Ethernet #6

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC **$770.00** **NRC** **$0.00** **Service Level** 99.9%
Install Lead Time **60 Days**
Existing Product ID S307463

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	123-125 Grand St, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Internet #13 *

Product Type Internet Access **Bandwidth** 500Mbps
MRC **$170.00** **NRC** **$0.00** **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /30

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435934

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	492 Broadway, 1st Floor, Newburgh, NY 12550

Internet #14 *

Product Type Dedicated Internet Access **Bandwidth** 500Mbps
MRC **$460.00** **NRC** **$0.00** **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /29 - /27

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time **60 Days**
Existing Product ID S435933

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	492 Broadway, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type **DDoS Defense**

MRC $75.00

* In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Ethernet #7

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC $770.00 **NRC** $0.00 **Service Level** 99.9%
Install Lead Time 60 Days
Existing Product ID S307459

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	492 Broadway, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Ethernet #8

Product Type Ethernet LAN (E-LAN) **Total Bandwidth** 500Mbps

	Standard EVC	Business Priority EVC	Business Critical EVC	Mission Critical EVC
CoS Bandwidth	500 Mbps	0 Mbps	0 Mbps	0 Mbps
CoS MRC	$770.00	$0.00	$0.00	$0.00

MRC $770.00 **NRC** $0.00 **Service Level** 99.9%
Install Lead Time 60 Days
Existing Product ID S307458

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	22 Grand St, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Internet #15 *

Product Type Dedicated Internet Access **Bandwidth** 500Mbps
MRC $460.00 **NRC** $0.00 **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /29 - /27

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time 60 Days
Existing Product ID S435939

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	22 Grand St, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Addon #1

Product Type DDoS Defense

MRC $75.00

* In the event that the Parties have not executed an Internet Supplement (Rev. 3/6/2020 or later version containing DDoS Defense terms), the DDoS Defense Product will be provided subject to the terms set forth at https://www.crowncastle.com/pdfs/ddos-defense-terms-and-conditions.pdf.

Internet #16 *

Product Type Internet Access **Bandwidth** 500Mbps
MRC $170.00 **NRC** $0.00 **Service Level** IP
Connector 1000SX - MM **IPv4 Block** /30

* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.

Install Lead Time 60 Days
Existing Product ID S435940

Location A Product Details	**Handoff Type** 1000SX **MM**
Location A	22 Grand St, 1st Floor, Newburgh, NY 12550
Location Z Product Details	**Handoff Type** 1000SX **MM**

Managed SD-WAN #2

Product Type Managed SD WAN **Total Bandwidth** 10Gbps
MRC $399.00 **NRC** $0.00
Install Lead Time 60 Days

Location A Product Details	**Handoff Type** 10 GigE
Location A	55 Broadway, 1st Floor, Newburgh, NY 12550

Addon #1

Product Type NextGen Firewall

MRC $82.00

Addon #2

Product Type High Availability

MRC $119.00

Managed SD-WAN #3	**Product Type**	**Network**	**Total Bandwidth**	N/A
	MRC	**$0.00**	**NRC**	**$0.00**
	Install Lead Time	**10 Days**		
Location A Product Details	**Handoff Type**	10/100T	**Copper**	
Location A	55 Broadway, 1st Floor, Newburgh, NY 12550			

Managed SD-WAN #4	**Product Type**	**Managed SD WAN**
	Total Bandwidth	500Mbps
	MRC	**$199.00**
	NRC	**$0.00**
	Install Lead Time	**60 Days**
Location A Product Details	**Handoff Type**	1000SX **MM**
Location A	300 Broadway, 1st Floor, Newburgh, NY 12550	
Addon #1	**Product Type**	**NextGen Firewall**
	MRC	$29.00
Addon #2	**Product Type**	**High Availability**
	MRC	$69.00

Managed SD-WAN #5	**Product Type**	**Managed SD WAN**
	Total Bandwidth	500Mbps
	MRC	**$199.00**
	NRC	**$0.00**
	Install Lead Time	**60 Days**
Location A Product Details	**Handoff Type**	1000SX **MM**
Location A	88 Pierces Rd, 1st Floor, Newburgh, NY 12550	
Addon #1	**Product Type**	**NextGen Firewall**
	MRC	$29.00
Addon #2	**Product Type**	**High Availability**
	MRC	$69.00

Managed SD-WAN #6	**Product Type**	**Managed SD WAN**
	Total Bandwidth	500Mbps
	MRC	**$199.00**
	NRC	**$0.00**
	Install Lead Time	**60 Days**
Location A Product Details	**Handoff Type**	1000SX **MM**
Location A	493 Little Britain Rd, 1st Floor, Newburgh, NY 12553	
Addon #1	**Product Type**	**NextGen Firewall**
	MRC	$29.00
Addon #2	**Product Type**	**High Availability**
	MRC	$69.00

Managed SD-WAN #7	**Product Type**	**Managed SD WAN**
	Total Bandwidth	500Mbps
	MRC	**$199.00**
	NRC	**$0.00**
	Install Lead Time	**60 Days**
Location A Product Details	**Handoff Type**	1000SX **MM**
Location A	123-125 Grand St, 1st Floor, Newburgh, NY 12550	
Addon #1	**Product Type**	**NextGen Firewall**
	MRC	$29.00
Addon #2	**Product Type**	**High Availability**
	MRC	$69.00

Managed SD-WAN #8	**Product Type**	**Managed SD WAN**
	Total Bandwidth	500Mbps
	MRC	**$199.00**
	NRC	**$0.00**
	Install Lead Time	**60 Days**
Location A Product Details	**Handoff Type**	1000SX **MM**
Location A	492 Broadway, 1st Floor, Newburgh, NY 12550	

Crown Castle

Order Form

Order Type: Renewal/Replacement
SO # 2024-127863

Addon #1	**Product Type**	NextGen Firewall
	MRC	$29.00

Addon #2	**Product Type**	High Availability
	MRC	$69.00

Managed SD-WAN #9	**Product Type**	Managed SD WAN	**Total Bandwidth**	500Mbps
	MRC	**$199.00**	**NRC**	**$0.00**
	Install Lead Time	**60 Days**		
Location A Product Details	**Handoff Type**	1000SX	**MM**	
Location A	22 Grand St, 1st Floor, Newburgh, NY 12550			

Addon #1	**Product Type**	NextGen Firewall
	MRC	$29.00

Addon #2	**Product Type**	High Availability
	MRC	$69.00

Order Summary

Pricing & Contract Terms

Salesperson	Melissa O'Connell	**Term (Months)**	60
Client Service Mgr	Debra Mark		
Order Contact	Camile Mohammed	**Contact Email**	cmohammed@cityofnewburgh-ny.gov

	NRC *	MRC*
Ethernet	$0.00	$6,160.00
Internet	$0.00	$6,730.00
Managed SD-WAN	$0.00	$1,792.00
DDoS Defense	$0.00	$1125.00
High Availability	$0.00	$602.00
NextGen Firewall	$0.00	$285.00
Total	**$0.00**	**$16,694.00**

*Pricing shown does not reflect applicable taxes and fees.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated **12/20/2006** ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 6.1" available at https://www.crowncastle.com/terms-and-conditions ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

	Licensee or Customer		Company or Provider
	City of Newburgh NY		**Crown Castle Fiber LLC**
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

DataNet Communications
Customer Service Agreement

This Agreement (Agreement) is entered into by and between **Hudson Valley DataNet, LLC ("DataNet"),** a Delaware limited liability company located at 900 Corporate Blvd, Newburgh, NY 12550 d/b/a DataNet Communications and **City Of Newburgh**, with its principal place of business located at 83 Broadway, Newburgh, NY 12550 ("Customer"), for the purpose of DataNet providing Customer with the Telecommunications Services (Services) set forth and outlined in one or more Service Order(s) attached as Appendix A, which is made a part hereof by this reference as fully as though set forth herein at length. DataNet and the Customer are each referred to as a party ("Party") and together as parties ("Parties") to this Agreement.

1. **Period of Agreement:** This Agreement is effective as of the date signed by the Parties and shall remain in full force and effect for a period of **thirty six (36) months** or during the period that Services are provided, if longer. The Service Commitment Period for each Service, whether ordered initially or through a subsequent Service Order(s), is defined in the associated "DataNet Communications Service Order." The initial Service Order is attached as Appendix A. The term of any Service Commitment Period for any Service Order(s) shall be automatically renewed for a period of one (1) year ("Renewal Term"), unless written notice is received by DataNet a minimum of thirty (30) days prior to the end of the initial Service Commitment Period.

2. **Privacy:** The terms of this Agreement are the proprietary information of both DataNet and the Customer, and are not to be disclosed under any circumstances without the written permission of *both* Parties, unless so required by law.

3. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. DataNet may assign this Agreement to any subsidiary, parent or to an entity affiliated with DataNet, or to DataNet's successor pursuant to any reorganization or merger of its business, or pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by DataNet will be permitted without the prior written consent of the Customer, which consent shall not be unreasonably withheld or denied.

4. **Service:** DataNet will provide to Customer the use of the Services as ordered by Customer on a DataNet Communications Service Order shown in Appendix A ("Service Order"). Services will be established in accordance with the Provisioning and Installation process set forth in Appendix B (Provisioning and Installation). Customer may use the Services for all lawful telecommunications purposes, but Customer shall in no event be deemed to have a greater right to use the Services than that which DataNet may legally provide under applicable Federal and State laws and regulations. In the event that Service includes Internet access service, Customer will execute and abide by the Accepted Use Policy (AUP), as shown in Appendix E.

5. **Service Charges:** Customer agrees to pay all monthly recurring charges (MRC), non-recurring charges (NRC), taxes, fees and other similar charges legally entitled to be collected by DataNet as a direct result of DataNet's provision and/or arrangement for Service to Customer under a Service Order that arise out of Customer's use of the Services and any Third Party Services secured by DataNet for the Customer. These monthly recurring and non-recurring charges are set forth in each Service Order as listed in Pricing Terms and Length of Agreement section of Appendix A.

   Charges listed in Pricing Terms and Length of Agreement section of Appendix A do not include applicable fees and charges such as access or egress (or related) charges imposed by third parties; taxes, tax-related or tax-like surcharges; or other similar charges. Customer agrees to pay all additional charges, to the extent applicable, in addition to the charges set forth in this Agreement.

6. **Invoice:** The MRC for an initial or final partial month of Service (if applicable) shall be pro-rated based upon the actual number of days in that billing cycle in which Service is actually provided, and may be invoiced upon initiation of such Service. On an ongoing basis, DataNet will invoice Customer for Service charges each month for that month, at the beginning of the month's Service. Any NRC shall be invoiced upon receipt by DataNet of each Service Order. Customer shall pay all invoices (MRC, NRC) within 25 days of the date of the invoice (Due Date) without reduction, set-off or adjustment and send its payments to the address specified on the invoice. DataNet may impose a late payment charge ("Late Payment Charge(s)"), if payment is not received by the Due Date, of the lower of one and one-half percent (1 ½%) per month or the maximum rate allowed by law on the non-disputed amounts due under any invoice not paid by the Due Date. Any Customer dispute of charges must be made in writing to the Finance Department, DataNet Communications, 900 Corporate Blvd., Newburgh, NY 12550 before the Due Date. DataNet will review any disputed charges and reply to the Customer within 10 working days of receipt with a decision regarding such dispute.

7. **Service Commencement:** The Service Commencement Date shall be determined using the earlier of the following criteria:

   a) Completion of testing by DataNet and Acceptance by Customer, or
   b) If after two (2) Business Days after completion of testing by DataNet and turn over to the Customer, Customer does not test circuit or attach equipment, service will be deemed accepted, or
   c) In a multiple node network of three or more nodes, the Service Commencement Date will begin upon completion of two nodes, as determined by a) or b) above.

The Initial Term of a three or more node network Service Order shall begin on the Service Commencement Date of the last node that is made operational. Both Parties, in writing, prior to contract signing, shall agree upon any exceptions in the Service Order, or

d) For Service Orders that include two or more circuits, each circuit will have a separate Service Commencement Date, as determined by a) or b) above. The Initial Term for the Service Order shall begin on the Service Commencement Date of the last circuit that is made operational.

Monthly Recurring Charges will begin on the Service Commencement Date of each Service Order. The start date of the Initial Term for a Service Order shall begin on the Service Commencement Date or as described in Section 7 paragraphs c or d, if applicable.

8. **Suspension of Service:** DataNet may, at its sole discretion, but with at least 10 days written notification to the Customer, suspend Service if payment of all non-disputed amounts has not been received by the Due Date. DataNet will restore Service if DataNet receives payment of all current and overdue charges of all non-disputed amounts. Service will only be restored after payment is received, and within 72 hours of said receipt. DataNet will assess a Service restoration fee ("Service Restoration Fee") of up to $750 to restore Service after suspension of Service for non-payment. Failure to make payment for all non-disputed Service Charges, Late Payment Charges and Service Restoration Fees within ten (10) calendar days following the suspension of service, shall be considered an Early Termination election by the Customer.

9. **Early Termination:** If Customer cancels or terminates this Agreement prior to the end of the Term, or terminates a Service Order prior to the end of its term (refer also to Appendix B for Cancellation by Customer) due to:

   a) Customer's dissatisfaction with quality of Service, provided Customer shall, in writing, inform DataNet of the specific quality of Service problem and DataNet does not remedy such problem within 20 business days after notice, **no** early termination fee shall apply; or

   b) Customer's desire to terminate for convenience, then Customer agrees to pay DataNet a termination charge ("Termination Charge"), as liquidated damages and not as a penalty or forfeiture as follows: (i) all applicable unpaid non-recurring charges (NRC) specified in a Service Order, plus (ii) all disconnection, early cancellation or termination charges payable to any third parties incurred by DataNet on Customer's behalf relating to the Service in that Service Order, plus (iii) 100% of the balance of the value of the MRC for the remaining term of the Service Order cancelled by the Customer. All termination charges shall be due and payable within thirty (30) days of the date of termination. Customer shall be liable for any penalty incurred by DataNet with respect to any third party including any third party provider of Off-Net Service(s) as defined herein and any special construction and unrecoverable costs that DataNet has incurred in efforts to establish and provide Services pursuant to the Service Order and this Agreement. Notwithstanding any provision or inference to the contrary contained herein, any monetary sums deemed to be due and payable under this Agreement or Service Order shall survive its termination indefinitely.

10. **Rights of Access:** It is the Customer's sole responsibility to provide a fully executed Access Agreement(s), included as Appendix D, prior to Service being installed at Customer's designated location(s). This Access Agreement(s) shall guarantee, at no cost to DataNet, DataNet's rights to ingress and egress, access to install, maintain, or replace any and all equipment, cables or other devices DataNet deems necessary to provide Services contained in Appendix A. In the event that the Customer's designated location(s) are not along public rights-of-way, and private property must be crossed, either aerially or underground, it is the Customer's sole responsibility to ensure that DataNet's standard utility easement is fully executed and approved by either the property owner(s) or the owner's authorized agents.

11. **Guarantee of Service:** DataNet Communications provides standard service as defined as Level A in Appendix C ("Level-of-Service Classifications"). Level A guarantees that its Service will be online and available **99.9%** of the time as measured over any 30-day period. In the event that 0.1% downtime is exceeded in any given month, DataNet will credit Customer with one full days usage (1/30th of MRC). This guarantee applies to normal operating conditions, and does not cover Service outages due to a Force Majeure Event as defined in Section 22. DataNet is not responsible for business losses, loss of revenue, or other damages as a result of Service outages, regardless of the cause. The Customer may elect to receive a higher level of availability as provided in Appendix C. If elected, DataNet provides Service guaranteed to the higher level by establishing physically redundant network loops and/or networks with guaranteed backup protection links. DataNet may use third party providers for Off-Net Services to provide the Service(s).

12. **Third Party Services:** DataNet does interconnect with major local and long distance telephone service companies and other CLECs and will assist Customer in obtaining access to additional services from these companies ("Third Party Services"). The provision of and billing for these Third Party Services may be by these other service companies, and not by DataNet. DataNet is not responsible for the quality and reliability of Third Party Services. DataNet's sole responsibility is in the provision of Service to a point of demarcation designated as DataNet's, at the Third Party's physical location. Customer is responsible for obtaining and maintaining any and all necessary approvals for interconnection between DataNet and the Third Party's network.

13. **Liability and Warranties:** Except as otherwise set forth in this Agreement, DataNet makes no warranties, representations, or other Agreements, express or implied with respect

to the Service, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. In no event shall either Party be liable for special, incidental, consequential, indirect or punitive damages, loss of revenue or profit, loss of goodwill, loss or use of any property, cost of substitute performance, equipment or Services, downtime costs and claims of either Party for damages, even if such Party is advised of the possibility of such damages. DataNet is not responsible for any warranty offered by the Customer to any third party or any warranty offered by any third party to the Customer. DataNet's entire liability for any claim, loss expense or damage under this Agreement or any Service Order shall in no event exceed the sum actually paid by Customer to DataNet for the Service, which gives rise to the claim. DataNet shall use all commercially reasonable efforts to maintain the Service to Customer as specified herein.

14. **Indemnification:** Subject to the limitations set forth in Section 13, above, DataNet (including its affiliates, subsidiaries, members, stockholders, directors, officers, employees and its agents), and the Customer shall indemnify and hold the other harmless from and against all liabilities, claims, damages, losses, costs, expenses and judgments (including reasonable attorney's fees) and causes of action arising out of or in connection with this Agreement or any Service Order.

15. **Third Party Beneficiary:** The provisions of this Agreement are for the sole benefit of the Parties to this Agreement and no third party may seek to enforce or benefit from these provisions.

16. **Choice of Law:** The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Parties agree that any action or suit commenced pursuant to or in respect of this Agreement shall be brought in the State or Federal courts situated in Orange or Westchester Counties, New York.

17. **Material Change in Law:** If any Regulatory Requirement has the effect of canceling, changing or superseding any material term or provision of this Agreement, then this Agreement will be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the Parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either Party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other Party.

18. **Notices**: All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any Party to any other Party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. local time on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. local time on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, and addressed or sent, as the case may be, to the appropriate addresses or facsimile numbers set forth on the Cover Sheet. Each Party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.

19. **Severability:** Except for Sections 1, 5, 7, 8, 9 and 11 of this Agreement which are the essence of this Agreement and reflect the vital and central Agreement of the Parties with respect to the subject matter hereof and without which their bargain would not have been consummated, each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

20. **Credit Application:** DataNet may require Customer to submit a fully executed Credit Application prior to accepting a Service Order. The credit check may result in a requirement for a Security Deposit equal to two (2) months Service charge. This deposit, and/or the requirement to submit a credit application, may be waived solely at the discretion of DataNet. In the event Customer does not maintain a timely payment history, DataNet may require additional deposits and/or require the submission of a new credit application. Provided Customer has satisfied all payments, DataNet will return any deposit obtained at the end of the term of the Agreement.

21. **Regulatory Costs:** DataNet and Customer recognize that from time to time, Local, State and Federal Government agencies may impose additional taxes, assessments, franchise fees, and other forms of regulatory fees beyond the control of, or the scope of this Agreement. DataNet will pass on these additional costs in the form of a line item on Customer invoice entitled Regulatory fees.

22. **Force Majeure:** Neither Party shall have any liability to the other solely by virtue of the occurrence of a Force Majeure Event, whether such Force Majeure Event occasions a default or otherwise engenders a potential liability. A Force Majeure Event shall include, but not be limited to, events such as vandalism, acts of God, fire, flood, storms and storm damage, acts of war, terrorism, sabotage, riot or other civil disorders, actions of civil or military authorities, accidents of all types, and any and all other acts which are out of the control of DataNet. Lack of funds to make any required payment by Customer shall not be construed to be a Force Majeure Event.

23. **Default:** If a Party breaches any material term of this Agreement and the breach continues without remedy for forty-five (45) days after written notice of default, the other Party may terminate for cause any Service Order materially affected by the breach. However, if Customer is in breach of its payment obligations (including failure to pay a required deposit), then the provisions of Section 8, Suspen-

sion of Service shall apply to such Default. A Service Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in a liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

This Agreement is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Accepted by:

HUDSON VALLEY DATANET, LLC	**CITY OF NEWBURGH**
By: ______ (Signature)	By: ______ (Signature)
Name: John Galanti (Print Name)	Name: Jean-Ann McGrane (Print Name)
Title: President Date: 12-20-06	Title: City Manager Date: 12/20/06

List of Attachments

Appendix A	**Service Order with Pricing**
Appendix B	**Provisioning & Installation**
Appendix C	**Level-of-Service Classifications**
Appendix D	**Access Agreement**
Appendix E	**Acceptable Use Policy**

DataNet Communications
Service Order
Part 1 of 3

DataNet's Service is defined as DataNet establishing physical connectivity to the DataNet network at the data rate (bandwidth) and in the digital or telephonic protocol specified by the Customer in this Agreement. The physical connection may be fiber optic, coaxial, wireless, or twisted pair copper, depending on the Customer's needs and DataNet's choice, based on DataNet's engineering judgment.

For multiple locations, the Customer will specify the addresses and/or location(s), the physical position(s) within that location(s), the service required at each location, the data format(s) required, and the interconnection requirements to other networks, e.g. Internet portal access, or connectivity to another telephone service provider.

For this Service Order, the Customer requests Level of Service Classification A as defined in Appendix C of the Agreement. (Standard Service, as defined by Level A in Appendix C provides 99.9% uptime. A Level A Service Classification does not provide for physical, electrical, or optical redundancy or diversity.)

For this Service Order, the Customer requests connectivity at the listed location(s) identified below:

1. City Hall, 83 Broadway, Newburgh, New York
2. Water Department, 493 Little Britain Road, Newburgh, New York
3. Department of Public Works, 88 Pierces Road, Newburgh, New York
4. Newburgh Recreation, 401 Washington Street, Newburgh, New York
5. Washington Heights Activity Center, 102-1 04 South Lander Street, Newburgh, NY
6. Grand Street Courthouse, 123-125 Grand Street, Newburgh, New York

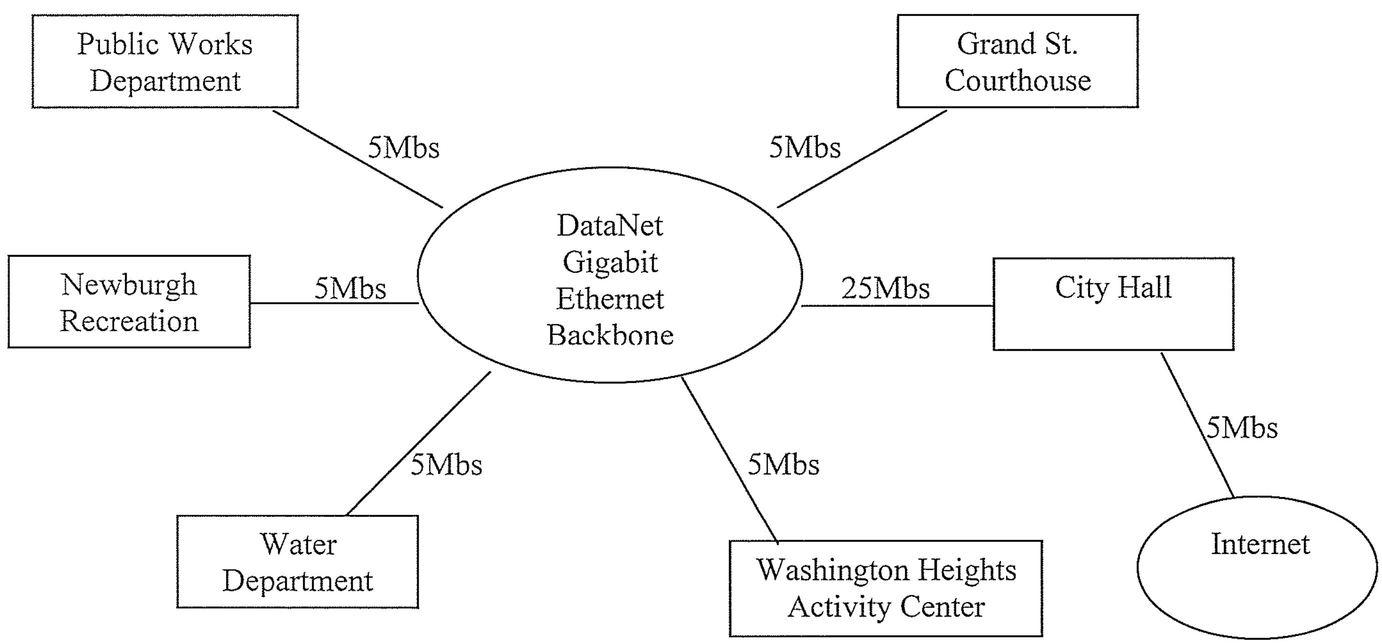
DataNet proposes a WAN with the following characteristics:

1. The network will be configured via DataNet's Gigabit Ethernet backbone with 10/100BaseTx handoffs at each location (Full Duplex, non-blocking). The network will sustain total throughput of 25Mbs across the backbone.
2. The backbone will be designed in a Collapsed Ring topology with optical redundancy along the same geographic route. A single cable will service each node, and locations 2 through 6 will be connected to the backbone with a total throughput of 5Mbs. City Hall will be connected to the backbone with a total throughput of 25Mbs.
3. DataNet will install an Ethernet switch capable of supporting dual optical circuits. This switch will be managed and monitored 24/7/365 by DataNet with a guaranteed uptime supported by the SLA contained in this agreement.
4. All locations will be provisioned with uninterruptible power supplies (UPS's).
5. The network will be capable of carrying voice, video, data and many other traffic groupings across a common backbone at gigabit speeds.
6. All cabling will meet current industry standards at the time of installation for Ethernet services.

DataNet proposes Internet Services with the following characteristics:

1. DataNet shall provide a 10/100BaseTx handoff at the City of Newburgh City Hall for Internet Service.
2. This Service shall be provisioned to a DataNet Point of Presence ("POP") and will be provisioned at 5Mbs.
3. The Service will be supported via multiple Tier 1 providers with whom DataNet manages BGP to ensure backbone fail-over.

A Diagram is included below for reference:



DataNet Communications

DataNet Communications
Service Order
Part 2 of 3

Order Number	Sales Representative: Tim Smith

Customer Information

Customer:	City Of Newburgh		
Billing Contact:	Accounts Payable	Email:	
Phone Number:	845-569-7395	Fax Number:	845-569-7490
Billing Address:	83 Broadway, Newburgh, NY 12550		
Technical Contact:	Glenn Kurcon	Email:	gkurcon@cityofnewburgh-ny.gov
Phone Number:	845-569-7324	Fax Number:	845-569-7490
Mobile Number:		Other Number:	
Comments:			

Service Information

Requested Due Date: TBD

Service Commitment Period (months): 36 months

Service(s):

Protected: ☒ Yes ☐ No Diverse: ☐ Yes ☒ No

☒ Private Network ☐ Point-to-Point TSP : ☐ Yes ☐ No

☐ SONET / TDM

☐ DS-1 Framing: ☐ SF/D4 ☐ ESF ☐ Unframed
Termination: ☐ RJ48X ☐ Other ___________
Line Code: ☐ B8ZS ☐ AMI

☐ DS-3 Framing: ☐ C-Bit ☐ M13 ☐ Unframed
Termination: _____________

☐ OC-3 Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-3C Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-12 Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-12C Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-48 Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-48C Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-192 Termination: ☐ SC ☐ LC ☐ Other ___________
☐ OC-192C Termination: ☐ SC ☐ LC ☐ Other ___________

☒ ETHERNET

Interface: ☒ 10/100T ☐ 1000T ☐ 1000SX ☐ 1000LX
Bandwidth: 5Mbps / 25Mbps
25Mbps at City Hall and 5Mbs at other sites

☒ INTERNET

IP Addresses: TBD ☐ DNS (add'l forms required)
Bandwidth: 5Mbps

Comments:

DataNet Communications

DataNet Communications
Service Order
Part 3 of 3

Pricing Terms and Length of Agreement

DataNet agrees to provide the communications Services to the Customer, at the locations and in the data formats specified above for a period of **thirty six (36) months** from Service Commencement Date as defined in the Agreement. Upon signing, Customer agrees to arrange with building owner to have fully executed an Access Agreement substantially in the form of Appendix D to this Agreement, which provides DataNet access to install, maintain or replace any and all equipment, cables, or other devices DataNet deems necessary to provide Services.

In return for these Services, Customer agrees to pay DataNet's invoice, within 25 days of invoice date (Due Date), under the payment terms described herein, the sum of **$0** as a one-time Non-Recurring Charge upon execution of the Service Order and **$4,500** as a Recurring Charge per month plus any applicable taxes or fees. In the event of partial activation of a Service Order, partial billing will result for those completed nodes or circuits.

The period of the Agreement may be extended or modified, and the service levels also be amended or modified at any time as requested by the Customer, and as agreed to by DataNet in a written quotation.

Service Commencement shall be determined as per Section 7 of the Customer Service Agreement, or as so provided below.

Accepted by:

HUDSON VALLEY DATANET, LLC	CITY OF NEWBURGH
By: ______ (Signature)	By: ______ (Signature)
Name: John Galanti (Print Name)	Name: Jean-Ann McGrane (Print Name)
Title: President Date: 12-20-06	Title: City Manager Date: 12/21/06

DataNet Communications

Appendix B
Provisioning and Installation

1. **Provisioning:** Provisioning will be provided as set forth in the Service Order.

2. **On-Net Services:** Service provided by DataNet or an affiliate of DataNet on the DataNet Network.

3. **Off-Net Services:** Service provided through DataNet, on a network other than the DataNet Network.

4. **Ordering Service**

   a) **Service Order Issuance:** Upon receipt of a Service Order from Customer, DataNet will provide a unique order identifier and confirmation to the e-mail address or fax number provided on the Service Order to Customer ("Acknowledgement") in approximately one (1) business day following the receipt of the Service Order.

   b) **On-Net Service Firm Order Commitment ("FOC"):** If DataNet is able to provide the On-Net Service set forth in the Service Order and accepts the Service Order then DataNet shall provide an On-Net FOC to the e-mail address or fax number provided on the Service Order to Customer as soon as any corrections, clarifications or provisioning required for the processing of the Service Order are made and understood by the Parties. Such FOC will contain a statement stating an "on or before" date on which Customer will receive the circuit ID for the Service ordered.

   c) **Off-Net Service Firm Order Commitment ("FOC"):** If DataNet is able to provide the Off-Net Service set forth in the Service Order and accepts the Service Order after receipt of the Off-Net Service provider's FOC, then DataNet shall provide an Off-Net FOC to the e-mail address or fax number provided on the Service Order to Customer as soon as any corrections, clarifications or provisioning required for the processing of the Service Order are made and understood by the Parties. Such FOC will contain a statement stating an "on or before" date on which Customer will receive the circuit ID for the Service ordered.

5. **Service:** DataNet will provide Service to the DataNet "Point of Demarcation" contained in the Service Order. Equipment and Service on the Customer-side of the demarcation are the responsibility of Customer. Equipment and Service on the DataNet-side of the demarcation are the responsibility of DataNet, and DataNet will maintain all such equipment. DataNet will test the Service and at the completion thereof, shall notify Customer that the Service is available for use. DataNet shall install its equipment in the Customer's designated location, provided the location has adequate space, is secure and has acceptable environmental conditions for temperature, humidity and air quality for the requested Level-of-Service (refer to Appendix C). In a multi-tenant building, the Customer shall secure space for the DataNet equipment from the landlord in a common area of the building that satisfies the same space, security and environmental conditions as stated in the prior sentence.

6. **Notice of Completion:** DataNet will provide a notice of completion including DataNet's Trouble Reporting and Escalation Procedure to the e-mail address or fax number provided on the Service Order to the Customer of the service completion Date. Customer has two business days to verify completion and proper operation of the Service. Unless DataNet is notified of problems with the Service, billing will commence two days after the notice of completion.

   DataNet shall not be liable for any damages due to late Service Dates including, but not be limited to, delays (i) obtaining regulatory approvals and right-of-ways, (ii) concerning material deliveries and (iii) labor related matters beyond its control.

7. **Off-Net Service Installation:** The installation interval for Off-Net Dedicated Transport is on an ICB (Individual Case Basis).

DataNet Communications

Appendix C

DataNet Communications Level-of-Service Classifications

Overview

DataNet's business philosophy is to provide high speed, high reliability network communications capabilities to its Customers at a reasonable price. DataNet expects its basic Service offering (Level A) to experience downtime of less than 0.1% (uptime of over 99.9% as measured on an monthly basis), and includes performance guarantees in its Service offering to this effect. However, some Customers will require online performance greater than the standard offering. To this end, DataNet has defined and developed Service offerings (Levels AA and AAA) that provide increasing levels of network reliability and uptime to meet Customer's needs. The reliability levels projected for these Service offerings are defined below.

It should be noted that the actual reliability of any circuit is dependant on both the network performance and the Customer premise facilities. Accordingly, DataNet service level commitments are contingent on the Customer providing the minimum level of facilities as described below. DataNet is not responsible for degradation of Service or outages caused by power failure and/or failure due to environmental conditions outside of the tolerances specified below that affect the normal operation of equipment at the Customer's site.

Level A: (>99.9% Uptime)
This level of Service is DataNet's standard offering, and is suitable for most commercial users. With this Service, the Customer is provided access through a fiber optic or copper cable connection to DataNet's network. There is no physical, electrical, or optical redundancy or diversity in this standard class of service. Minimum Customer premise facility requirements for 99.9% circuit reliability are:
Secure, dust-free equipment location in a dedicated utilities room.

- Dedicated 20-Amp electrical circuit
- Temperature control (40 to 80-deg F)
- Battery backup

Level AA: (>99.99% Uptime)
DataNet provides this level of Service to commercial users who place a very high priority in maintaining continuity of Service. Examples of these users are e-businesses, surveillance and alarm Services, emergency medical systems, etc. With AA-level Service, the user is provided two circuits for network redundancy. Minimum Customer premise facility requirements for 99.99% circuit reliability are:

- Secure, DataNet-controlled equipment location with 24x7x365 access.
- NEBS-1 compliant equipment (all Customer equipment connecting to the DataNet terminal).
- Dedicated 20-Amp electrical circuit.
- Battery backup (four hour minimum).
- Environmental control – HVAC, dust-free, 72-deg F with less than 10% variance, and controlled humidity.

Level AAA: (>99.999% Uptime)
AAA Service is provided to users that require extremely high levels of system reliability. These users may be telephone companies, ISP's, local radio and TV stations, emergency medical systems, etc. Level-AAA Service must be defined in a dialog between the Customer and DataNet's technical staff based on the Customer's specific needs. The users of this Service receive divergent path redundant circuits for the greatest network reliability. Minimum Customer premise facility requirements for 99.999% circuit reliability are:

- Secure, DataNet controlled equipment location with 24x7x365 access.
- NEBS-3 compliant equipment (all Customer equipment connecting to the DataNet terminal).
- Dual Dedicated 20-Amp AC electrical circuits.
- Battery Backup with emergency power generation.
- Customer equipment has dual-card redundancy for copper interfaces (DS1, DS3 etc.) to the DataNet network.
- Customer equipment has dual-card and drop redundancy for optical interfaces to the DataNet network.
- Environmental control – HVAC, dust-free, 72-deg F with less than 2% variance, and controlled humidity.

These Level AAA networks, by definition, are custom designed circuits that require close interaction between the Customer and DataNet. If DataNet is to provide these circuits, a Non-Recurring Engineering (NRE) charge for design may be required of the Customer. Special construction charges may also apply. DataNet will define all such charges in a written quotation in response to a Customer request.

DataNet
Communications

APPENDIX D

ACCESS AGREEMENT

This Agreement between Hudson Valley DataNet, LLC, a Delaware limited liability company d/b/a DataNet Communications, with its principal place of business at 900 Corporate Blvd, Newburgh NY 12550, hereinafter known as DataNet, and City Of Newburgh, hereinafter known as "Landlord/Building Owner", with a principal place of business at:

83 Broadway, Newburgh, NY 12550,

grants DataNet the right of ingress and egress to both the building(s) and grounds (installation address), along with an easement to install, upgrade, maintain, or remove conduit, manholes, cables and equipment for the purpose of providing any and all Services DataNet is legally able to deliver & requested by business entities or tenants located at:

City Hall, 83 Broadway, Newburgh, New York
Water Department, 493 Little Britain Road, Newburgh, New York
Department of Public Works, 88 Pierces Road, Newburgh, New York
Newburgh Recreation, 401 Washington Street, Newburgh, New York
Washington Heights Activity Center, 102-1 04 South Lander Street, Newburgh, NY
Grand Street Courthouse, 123-125 Grand Street, Newburgh, New York

DataNet agrees to install any required conduit, manholes, cable and equipment in a businesslike and professional manner, in a location mutually agreed upon by both Parties. DataNet also agrees that any damage done to other facilities during the course of installation or removal of its facilities will be effectively restored to "as before" condition, less normal wear and tear, at DataNet's expense. Any conduit and manholes installed by DataNet will become the property of the Landlord/Building Owner once installed by DataNet. Spare conduit shall not be considered abandoned unless DataNet is no longer serving Customers at this location or complex.

Landlord/Building Owner agrees to provide access to utility rooms and all other common areas required to install and service equipment. It is further agreed that DataNet may have, if required, a separate, dedicated 20 Amp electrical circuit for its equipment, and a secure area accessible only to DataNet employees or representatives.

This Access Agreement shall be binding upon and be for the benefit of Parties, their respective successors and assigns. DataNet may assign this Access Agreement to any of its affiliates authorized to do business at the Installation Address. Upon written notice, either Party may assign this Access Agreement to any parent or affiliated company, or pursuant to any reorganization or merger of its business, or pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by either Party will be permitted without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied. The Landlord/Building Owner consents to any and all recordation of the Access Agreement, which DataNet may deem advisable to protect the access and easement granted to it hereunder.

Hudson Valley DataNet, LLC	**Landlord/Building Owner**
By: ______ (Signature)	By: ______ (Signature)
Name: John Galanti (Print)	Name: Jean Ann McGrane (Print)
Title: President	Title: City Manager
Date: 12-20-06	Date: 12/20/06

APPENDIX E
ACCEPTABLE USE POLICY (AUP)
DataNet Communications
Internet Service

INTRODUCTION AND SCOPE

General:

The Internet is a semi-public network, the effectiveness of which is dependent upon both the good will and voluntary good behavior of its users. To define expected good behavior, most Internet Service Providers (ISP's) have developed Acceptable Use Policies (AUP). Internet users are expected to comply with these AUPs as a condition to their being granted use of the ISP's network. AUP-compliant behavior helps assure that Internet service will remain a reliable and useful communications medium. Accordingly, DataNet's Acceptable Use Policy sets forth user guidelines defining acceptable use of the DataNet Communications Internet Network. All users of the DataNet Communications Internet Network are expected to comply with this policy. Users must also comply with all terms and conditions of the applicable service agreements, and with any additional policies that may be applicable to a specific service offered by DataNet Communications.

Definitions:

As used in this Acceptable Use Policy, the following terms shall have the respective meanings set forth below:

"Client" or "Clients" shall mean any person or entity executing an agreement with DataNet pursuant to which such person or entity subscribes for DataNet Internet Network services from DataNet and any user permitted by such person or entity to utilize the DataNet Internet Network to access the Internet.

"DataNet" and "DataNet Communications" includes, without limitation, Hudson Valley DataNet, LLC, New Jersey DataNet Telecommunications, LLC, Connecticut DataNet, LLC d/b/a DataNet Communications and any division, subsidiary, affiliate, or parent corporation of any of the foregoing. "DataNet Internet Network" includes, without limitation, network operated by DataNet to provide access to the Internet, and all systems, services, and products that utilize, or are utilized in connection with the Internet access portion of DataNet Communications' networks.

Conformance With Policies of Other ISPs:

In situations where data communications are carried across networks of other Internet Service Providers (ISPs), users of the DataNet Communications Internet Network must also conform to the applicable acceptable use policies of such other ISPs.

Responsibilities of DataNet Communications (DataNet):

DataNet is responsible for designing and providing an Internet access network that will support the needs of DataNet's Clients. This network will be designed for reliability (uptime) in excess of 99.9%, and will have sufficient Internet access bandwidth, including reasonable oversubscription, to meet the normal business bandwidth needs of all DataNet clients. DataNet may make changes in its AUP from time to time, and will post all such changes on its website. Use of the DataNet Internet Network services after changes to the AUP are posted on the DataNet's web site, www.datanet.net, shall be deemed to constitute Client's acceptance of such new or additional terms of the AUP. DataNet does not monitor, verify, warrant, or vouch for the accuracy and quality of the information that Clients may acquire over the Internet. For this reason, the Client must exercise his or her best judgment in relying on information obtained from the Internet. Clients also should be aware that some material posted to the Internet is sexually explicit or otherwise potentially offensive to some or all Clients. Because DataNet does not monitor or censor the Internet, and will not attempt to do so, DataNet cannot accept any responsibility for injury to its Clients that results from inaccurate, unsuitable, offensive, or illegal Internet communications. DataNet does not review, edit, censor, or take responsibility for any information its Clients may create on the Internet. DataNet is not responsible for the privacy or security of the websites or on-line communications of its Clients, or for the security of information transmitted over DataNet facilities. Accordingly, DataNet urges its Clients to take appropriate measures to safeguard their Internet communications.

DataNet will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. DataNet may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Use of the DataNet Communications Internet Service by Client constitutes Client's authorization to DataNet to monitor its services consistent with the foregoing sentence.

DataNet may disclose information, including but not limited to, information concerning a Client, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. DataNet assumes no obligation to inform the Client that Client-specific information has been provided to any person or entity. DataNet will continuously operate its DataNet Internet Network in conformity with applicable laws. DataNet may disclose Client information or information transmitted over its network where necessary to protect DataNet and others from harm, or where such disclosure is necessary to the proper operation of the system.

Responsibilities of Users – Prohibited Uses of DataNet Communications Internet Service:

When Clients place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over the DataNet Internet Network and may reach a large number of people, including both subscribers and non-subscribers of DataNet, Clients' postings to the Internet may affect other subscribers and may harm DataNet's goodwill, business reputation, and operations. For these reasons Clients violate DataNet policy and the Service Agreement when they engage in the following prohibited activities:

Spamming: -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). This practice is not only harmful because of its negative impact on consumer attitudes toward DataNet Communications, but also because it can potentially overload the DataNet's network and disrupt service to DataNet subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, DataNet will determine, based upon all available evidence, whether the email recipients were from an "opt-in" email list.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. DataNet is required by law to remove or block access to Customer content upon receipt of a proper notice of copyright infringement. It is also DataNet policy to terminate the privileges of Clients who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. Using DataNet's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. DataNet does not prohibit any material allowed by law or protected by the First Amendment to the United States Constitution. DataNet is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through the DataNet's Internet Network.

Defamatory or Abusive Language – Using DataNet's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers or Content -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message. Forging or misrepresenting any data with false or misleading content.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Exploitation of Vulnerabilities in Hardware or Software for Malicious purposes --Exploitation of scripts presented on web pages (i.e. forms for answering questions or entering data.). Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (i.e. DDOS, SYN Floods or similar attacks.)

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Sending Internet viruses, worms, Trojan horses, flooding, mail bombing, or denial of service attacks, or distributing information regarding the creation of such viruses, worms, etc. for reasons other than mitigation or prevention. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to SPAM, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that DataNet determines to be harmful to its subscribers, operations, reputation, goodwill, or Customer relations.

CONSEQUENCES OF NON-COMPLIANCE:
Violation of this Acceptable Use Policy is strictly prohibited. DataNet maintains the right to terminate a Customer service that violates this acceptable use policy. Upon such a termination of service pursuant to this AUP, Clients will still be financially responsible for any early termination fees that apply. In the event of any actual or potential violation, DataNet reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by DataNet, to block any abusive activity, or to take any other actions as deemed appropriate by DataNet in its sole discretion. Clients who violate this Acceptance Use Policy may incur criminal or civil liability. DataNet may refer violators to civil or criminal authorities for prosecution, and will cooperate fully with applicable government authorities in connection with the civil or criminal investigations of violations.
DataNet expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A Client's failure to comply with those laws will violate DataNet policy. Finally, DataNet wishes to emphasize that by using the DataNet Internet Network, Clients agree to indemnify DataNet for any violation of this AUP, law, or DataNet policy that results in loss to DataNet or the bringing of any claim against DataNet by any third-party. That is, if DataNet is sued because of a Client's activity, the Client will pay any damages awarded against DataNet, plus costs and reasonable attorneys' fees.

Responsibilities of Resellers and Downstream Service Providers:
Some users may be Customers of Internet Service Providers (ISPs) that receive Internet connectivity through DataNet. Such ISPs (also known as resellers or downstream service providers) are responsible for informing their Customers of this Acceptable Use Policy and for enforcing its restrictions with regard to their Customers' actions. Complaints about Customers of any such reseller or downstream service provider shall be forwarded to such reseller or downstream service provider for resolution. If at any time DataNet determines that such reseller or downstream service provider is not taking appropriate action in accordance with this Acceptable Use Policy, DataNet shall work with such reseller or downstream service provider to review their policies and enforcement procedures. If the reseller or downstream service provider continues to fail to take appropriate action, DataNet will take any action, as it deems appropriate, up to and including termination proceedings.

Additional Terms and Conditions:
The use of the DataNet Network by a Client is subject to the terms and conditions of any agreements entered into by such Client with DataNet. This Acceptable Use Policy is incorporated into such agreements by reference.

Limitation of Liability:
DATANET SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC., EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY VIRTUE OF OR AS A RESULT OF TAKING ANY ACTION PURSUANT TO THIS AUP. DATANET SHALL NOT BE LIABLE FOR ANY DIRECT OR ACTUAL DAMAGES, EXCEPT TO THE EXTENT SPECIFIED IN A WRITTEN OR ELECTRONIC AGREEMENT ENTERED INTO BETWEEN DATANET AND CLIENT. DATANET MAKES NO WARRANTIES OR REPRESENTATIONS HEREIN, EITHER EXPRESS OR IMPLIED, CONCERNING THE DATANET NETWORK, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

Questions, Comments, or Complaints
We hope this Acceptable Use Policy is helpful in clarifying the obligations of Internet users, including DataNet and its Clients, as responsible members of the Internet.
If you are unsure whether any contemplated use or action is permitted, please send questions or comments to DataNet at:
admin@datanet.net

Any complaints regarding prohibited use or other abuse of the DataNet Network, including violations of this Acceptable Use Policy, should be sent to DataNet at:
abuse@datanet.net

Sites experiencing live attacks from DataNet Customers should call 845-567-6367 to submit a complaint as quickly as possible.

For further information about this Acceptable Use Policy, please contact:

Network Administrator
DataNet Communications
900 Corporate Blvd.
Newburgh, NY 12550

The DataNet Communications Internet Network may be used only for lawful purposes.
As a provider of Internet access, and other Internet-related services, DataNet offers its subscribers and their Customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. DataNet respects the fact that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, DataNet reserves the right to take certain preventative or corrective actions for the benefit of the majority of the users of DataNet's network.

Acknowledged and Agreed: ____________ Date: 12/21/06
(Signature)

Name Jean Ann McGrane Title: City Manager
(Print Name)

Customer Name and Organization: City of Newburgh

RESOLUTION NO.: 45 - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PLURALSIGHT, LLC FOR TECHNOLOGY TRAINING SUBSCRIPTION AND RELATED SERVICES AT A COST OF $3,390.00

WHEREAS, the City of Newburgh has recognized a need to improve training and competency in the use of technology resources available to support the work of the City; and

WHEREAS, the City of Newburgh has received a proposal from Pluralsight, LLC to provide a wide range of cloud-based content and video courses to improve technology skills and abilities for City employees to operate more efficiently and effectively; and

WHEREAS, the cost of these services will be $3,390.00 and paid from A.1680.0463 Education; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with Pluralsight, LLC for technology training, education and related services; and

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 an agreement with Pluralsigth, LLC at a cost of $3,390.00 for technology training, education and related services.

SALES ORDER

Quote : Q-519733
Expires : 3/22/2025
Prepared By : Cayden Brown

Sold To	Bill To
City of Newburgh	camile Mohammed
83 Broadway	83 Broadway
Newburgh, New York 12550	Newburgh, New York 12550
United States	United States

Product Name	Service Period	Quantity	List Price	Net Price	Total Price
Everything	3/3/25 - 3/2/26	6	USD 565.00	USD 565.00	USD 3,390.00
				TOTAL:	USD 3,390.00

Grand Total : USD 3,390.00

The Total Price set forth above is exclusive of applicable taxes. Pluralsight will include a separate charge for applicable taxes on the invoice issued to Customer.

This Sales Order is valid and binding on the parties when executed by both parties, and is subject to the additional terms referenced in Addendum A, attached below.

The parties' authorized signatories have executed this Sales Order effective as of Customer's date of signature below.

Customer Signature:		**Pluralsight Signature:**	JL McMahan
Name:		**Name:**	Jennifer McMahan
Title:		**Title:**	Deputy General Counsel
Date:		**Date:**	2/21/2025

Invoicing Terms

Payment Terms:	Net 30
Billing Frequency:	Annual
Purchase Order Required:	
Purchase Order #:	
Invoice Portal Utilized?:	
Invoice Delivery Email:	cmohammed@cityofnewburgh-ny.gov
Initial here to confirm invoicing terms:	

Addendum A

Product Descriptions

The Everything package includes access to the Core Tech course library and all our domain-focused learning content, which includes the powerful cloud content and hands-on experiences from A Cloud Guru. The package includes video courses and hands-on learning labs across software development, IT ops, business and product management, cloud, security, AI and data.

The package also includes hands-on labs, paths, channels, course discussions, exercise files, mobile and TV apps, offline viewing, course completion certificates, learning checks, certification upload, Skill IQ, Role IQ, certification practice exams, cloud servers, instant terminal, cloud sandboxes, AI sandboxes, custom cloud sandboxes, customer support, license management, team management, role customization, priorities, advanced role analytics, advanced skills analytics, advanced channel analytics, trend analytics, and usage analytics.

Terms & Conditions

This Sales Order is governed by the Pluralsight Terms of Use located at https://www.pluralsight.com/terms, unless Pluralsight and Customer have entered into, or subsequently enter into, a separate Master Services Agreement (MSA) or other master agreement, in which case such separate agreement will govern and entirely supersede the Terms of Use. Pluralsight objects to and rejects all additions, exceptions, or changes to the Terms of Use (or separate master agreement, if applicable), whether contained in any purchase order, RFP, RFQ, or other form received from Customer or elsewhere. The inclusion of a purchase order, RFP, RFQ, or other Customer number on this Sales Order or a Pluralsight invoice is for reference purposes only and is not an acceptance by Pluralsight of any terms or conditions contained therein or elsewhere. Fees paid or payable under this Sales Order are non-refundable and non-cancelable. The Customer's authorized signatory has executed this Sales Order as of the date listed above.

Special Terms

No Automatic Renewal. Not withstanding anything to the contrary in the underlying Agreement, the parties agree that the subscriptions granted here under will not be automatically renewed, but will expire upon the completion of the Service Period set forth above.

Enterprise Terms of Use

Effective Date: October 1, 2024

Welcome, and thank you for your interest in Pluralsight, LLC ("**Pluralsight**," "**we**," or "**us**"). These **Enterprise Terms of Use** are a legally binding contract between the customer identified in the applicable ordering document or registration process ("**Customer**," "**You**," or "**Your**") (each a "**Party**" and together the "**Parties**") and Pluralsight regarding Customer's use of the Service (as defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, EXECUTING A SALES ORDER OR OTHER DOCUMENT THAT REFERENCES THESE ENTERPRISE TERMS, OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING **PLURALSIGHT'S PRIVACY NOTICE** AND **CUSTOMER DATA PROCESSING AGREEMENT** (TOGETHER, THESE "**TERMS**"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND PLURALSIGHT'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY PLURALSIGHT AND BY YOU TO BE BOUND BY THESE TERMS.

1. STRUCTURE

1.1 Service; Orders. These Enterprise Terms set forth the terms and conditions under which Pluralsight may make available to Customer Pluralsight's platforms for helping Users (defined below) learn, teach, and connect, provided under the Pluralsight brand (the "**Pluralsight Service**") and the A Cloud Guru brand (the "**ACG Service**") and other related services (together, the "**Service**") each as expressly identified in a sales order that (a) is executed by an authorized representative of each Party and (b) expressly references and incorporates these Enterprise Terms (defined below) (each, an "**Order**"). Each Order, upon execution by both Parties, is subject to the terms of, and is deemed incorporated into, these Enterprise Terms.

1.2 Addenda. The Service will be provided pursuant to an executed Order. An Order may reference one or more additional documents that contain terms relevant to a particular Service (each, an "**Addendum**"). All Addenda are deemed incorporated into these Enterprise Terms. Additionally, **Pluralsight's Privacy Notice** is hereby incorporated by reference into these Enterprise Terms.

1.3 Order Term. Unless earlier terminated in accordance with these Enterprise Terms or the applicable Order, each Order will continue for the initial term specified in such Order ("**Initial Order Term**") and, unless either Party provides the other with notice of non-renewal, upon the date of expiration of the then-current term, such Order will automatically renew for successive twelve-month terms (each, a "**Renewal Term**") or such other length of Renewal Term period as stated on the Order (the Initial Order Term and each Renewal Term, if any, collectively, the "**Order Term**" of such

Order). Notice of non-renewal of an Order must be provided by a Party at least 30 days prior to the end of the Initial Order Term or then-current Renewal Term, as applicable (or such other period as expressly specified on the applicable Order). Renewal of any Order may be conditioned on and subject to Customer's agreement to changes to these Enterprise Terms and applicable Addenda. Orders that are solely for professional services will remain in effect until the professional services are completed (unless earlier terminated in accordance with these Enterprise Terms or the Order) and will not automatically renew, nor will any professional services included on any other Order automatically renew for a Renewal Term unless otherwise expressly specified on the applicable Order. Customer acknowledges that its access to a Service (or certain features thereof) may be automatically disabled upon expiration of the applicable Order Term.

1.4 Order of Precedence. Any conflict between an Order, an Addendum, or Sections 1–9 of these Enterprise Terms will be resolved according to the following order of precedence: (1) the Order or SOW; (2) the Addendum; and (3) the Enterprise Terms.

2. SERVICE RIGHTS AND RESTRICTIONS

2.1 Service Access. If an Order indicates that Customer will receive access to a Service, then Customer may access and use such Service solely (a) for the Order Term set forth in such Order, and (b) in accordance with all applicable Documentation (defined below) and the restrictions set forth in these Enterprise Terms (including the applicable Order).

2.2 Users. Only the employees or contractors of Customer, that Customer allows to use the Service ("**Users**"), using the mechanisms designated by Pluralsight ("**Log-in Credentials**"), may access and use the Service, and only in the number set forth in the applicable Order. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with these Enterprise Terms and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Pluralsight's breach of these Enterprise Terms). Customer will promptly notify Pluralsight if it becomes aware of any compromise of any Log-in Credentials. Pluralsight may process Log-In Credentials in connection with Pluralsight's provision of the Services or for Pluralsight's internal business purposes.

- (a) **Managing Users and Subscription Plans**
  - (i). **Registration of Individual Users.** Depending on the Service that Customer purchases, registers for, orders, or renews, Customer may designate one or more of its employees to act as plan manager(s) (each, a "**Plan Manager**"). Any Plan Manager Customer authorizes will have the ability to view user data and content, purchase additional subscriptions, invite Users to utilize the features included in the Service, including assigning and authorizing Users via the Platform's administrative functionalities. By purchasing a Service, a specific number of individuals may register as Pluralsight Users and receive access to the Service. Users must be designated and assigned by the business purchasing the Service or by such business's designated Plan Manager, after which Users will be invited to register for a Pluralsight account and receive access to the Service.

  - (ii). **Changing the Number of Users.** Customer or its Plan Manager may add additional Users during the Initial Term or any Renewal Term, as applicable. Access to the Service is conditioned upon timely payment for each User added, which will be prorated for the number of days remaining in Customer's then-current Term and paid by Customer. The number of individual Users permitted in Customer's Plan may not be reduced during the Term, nor will refunds be given for unused or unassigned licenses.

- (iii). **Transfer of Access Not Permitted.** Customer acknowledges that User access is specific to the individuals designated by Customer or its Plan Manager. Except as set forth in an Order, access granted under these Enterprise Terms are not transferable to any other individual for any reason, and Customer will take all commercially reasonable steps to prevent its Users from granting access to the Platform to any other individuals, both in and outside of Customer's organization.

2.3. Additional Features. Customer acknowledges that not all of the features or functionality of a Service may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

2.4 Beta Service Terms. If an Order indicates that Customer will receive access to a Beta or proof-of-concept service (a "Beta Service"), the Customer may use it solely for evaluating its functions and performance during the designated time period. Use is subject to any additional restrictions specified on the applicable Order. The Beta Service may be disabled automatically upon trial expiration or at Pluralsight's discretion, at which point Customer's right to use the Beta Service will also expire, and any data stored may become unavailable. Pluralsight may modify, suspend, or terminate the Beta Service at any time without notice and does not guarantee service levels or future availability. Customer acknowledges that Beta Services are provided "as-is," without any warranties, express or implied. They may be feature-incomplete, or contain bugs, and Customer's reliance on the Beta Service is at their own risk. Beta Service should not be used in a production environment. Customer agrees not to collect, process, or store any Sensitive Personal Information (including financial data, health data, or information about children) in the Beta Service. Enterprise customers must ensure compliance by End Users. Pluralsight encourages feedback on Beta Services, which it may use without obligation or compensation. Pluralsight has no commitment to provide updates, bug fixes, or future versions of the Beta Service. Pluralsight disclaims all liabilities, its affiliates, partners, and employees shall not be liable for any direct, indirect, incidental, special consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses.

2.5 Use Restrictions. Except as otherwise explicitly provided in these Enterprise Terms or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize Users or other third parties to:
(a) use the Service for any illegal purpose or in violation of any local, state, national, or international law;
(b) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;
(c) violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
(d) access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Pluralsight;
(e) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing, or copying of any content; or (ii) reverse engineering or otherwise attempting to discover

the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

(f) interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting or sharing personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

(g) use or access any server instances that provide interactive environments as a part of the ACG Service and the API and materials related thereto ("**Interactive Sessions**");

(h) use any data or information other than simulated, anonymous, non-live data when using the Interactive Sessions (i.e., Customer must not use real customer data or information or real transactions);

(i) use the Service to transmit any bulk unsolicited commercial communications or as a mail sender, or use any automated process or service to access or use the Service such as a BOT, a spider, or periodic caching of information stored by Pluralsight or its licensors;

(j) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age or date of birth;

(k) exceed the usage limitations (including but not limited to, any time, Interactive Session number, or user number limitations) applicable to Customer's use of the Service;

(l) sell or otherwise transfer the access granted under these Enterprise Terms or any right or ability to view, access, or use any materials made available via the Service; or

(m) attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

2.6 Documentation. To the extent that a Service is accompanied by any Pluralsight-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Service ("**Documentation**"), Pluralsight hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable (unless otherwise specified in an Order) right and license under Pluralsight's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Service set forth in Section 2.1.

2.7 Third-Party Services. To the extent that a Service includes or is accompanied by third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Pluralsight provides to Customer or that is otherwise identified in the Documentation as being required to use such Service ("**Third-Party Products**"), the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. Customer will abide by and comply with all such terms. Without limiting the foregoing, if Pluralsight enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

2.8 Compliance with Laws. Customer will use the Service and Documentation in compliance with all applicable laws and regulations.
Further, in performing its obligations under the Agreement, Pluralsight shall, and shall require that each of its subcontractors, suppliers, and other participants in its supply chain, to comply with all applicable modern slavery laws, regulations, rules and codes including, but not limited to, the Modern Slavery Act 2015 and the Modern Slavery Act 2018 (collectively, the "**Acts**"). Pluralsight has and shall maintain throughout the Term of these Enterprise Terms, its own policies and procedures to ensure its compliance with these Acts.

2.9 Protection against Unauthorized Use. Customer will prevent any unauthorized use of the Service and Documentation and will promptly notify Pluralsight in writing of any unauthorized use of which Customer becomes aware, but in no event later than 24 hours following awareness of such unauthorized use. Customer will immediately terminate any unauthorized use by persons having access to a Service or Documentation through Customer.

2.10 Ownership; Content. As between Pluralsight and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to any data, information, audio, video, or other works of authorship or other works that Customer uploads or inputs into a Service or otherwise makes available to Pluralsight ("**Customer Content**"). Customer hereby grants Pluralsight a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable license to host, store, transfer, publicly display, publicly perform, communicate to the public, reproduce, modify, create derivative works of, and distribute Customer Content: (a) during the Term, for the purpose of exercising Pluralsight's rights and performing its obligations under these Enterprise Terms and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for its business purposes, including to develop and improve Pluralsight's and its Affiliates' (defined below) products and services. Customer represents and warrants that Customer has all rights necessary to grant Pluralsight the licenses set forth in this section and to enable Pluralsight to exercise its rights under the same without violation or infringement of the rights of any third party. As between the Parties, Pluralsight owns all right, title, and interest, including all intellectual property rights, in and to the Service, Documentation, and any improvements to any Pluralsight products or services made as a result of Pluralsight's use, processing, or generation of Customer Content or arising out of these Enterprise Terms.

2.11 Feedback. If Customer provides any feedback to Pluralsight concerning the functionality and performance of the Service or any Documentation (including identifying potential errors and improvements), Customer hereby assigns, transfers, and conveys to Pluralsight all right, title, and interest in and to the feedback, and Pluralsight is granted a perpetual, irrevocable, royalty free right to use the feedback without payment or restriction, and without any obligation to provide attribution to Customer.

2.12 Modification of the Service. Pluralsight reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to Customer. Pluralsight will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of Customer's access to or use of the Service. Customer should retain copies of any Customer Content that it uploads or inputs into a Service or otherwise makes available to the Service so that Customer has permanent copies in the event the Service is modified in such a way that Customer loses access to the Customer Content on the Service.

2.13 Professional Services.

(a) Customer and Pluralsight may enter into an Order or Statement of Work ("**SOW**") that describe specific professional services to be performed by Pluralsight ("**Professional Services**"). The scope and features of the Professional Services may be determined by the subscription Customer has purchased under the Order or by way of the description of Professional Services set forth on an Order or SOW executed by the parties.

(b) Unless otherwise specified in an Order or SOW, all Professional Services must be utilized by Customer within one (1) year of purchase. Customer shall have a revocable, non-transferable, term license to use the copy of the materials provided by Pluralsight in connection with the Professional Services for its internal use only. All other rights in the materials remain in and/or are assigned to Pluralsight.

(c) Customer acknowledges that Pluralsight may develop for itself, or for others, content similar to the materials and processes developed in performing the Professional Services, and nothing contained herein precludes Pluralsight from developing or disclosing such materials and information, provided that the same does not contain or reflect Customer Confidential Information.

(d) Professional Services provided by Pluralsight are for use by Customer only and for the purposes described in the Order or SOW. Pluralsight is not liable for any loss or injury of Customer or its Users arising out of or caused, in whole or in part, by Customer's or its Users' use or application of the knowledge gained from the Professional Services. In no event will Customer allow third parties to access or use the materials provided by Pluralsight in connection with the Professional Services provided. Pricing for Professional Services is based on the number of Users and is subject to change. Professional Services are non-cancelable and associated fees paid or payable are non-refundable and cannot be used as a credit towards any other amounts due to Pluralsight.

2.14 Aggregated Statistical Information. Pluralsight owns the Aggregated Statistical Information (defined below) derived from the operation of the Service. Nothing herein shall be construed as prohibiting Pluralsight from utilizing the Aggregated Statistical Information for purposes of operating Pluralsight's business, provided that Pluralsight's use of Aggregated Statistical Information will not reveal personal information to any third party. "Aggregated Statistical Information" means the aggregated and anonymized statistical data derived from the operation of the Service, including, without limitation, the number and types of courses viewed or skills assessed, reports processed in the relevant platforms, and the performance results for the platforms, Customer's learner handle, session ID, timestamps, and other metadata related to the use of Pluralsight AI (as defined below).

3. FEES AND PAYMENT TERMS

3.1 Fees and Payment Terms. Customer will pay Pluralsight the fees and any other amounts owing under these Enterprise Terms as specified in the applicable Order, including, where applicable, any early termination fees specified on the Order. Unless otherwise specified in such Order, Customer will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Pluralsight to collect any amount that is not paid when due. Amounts due from Customer under these Enterprise Terms may not be withheld or offset by Customer against amounts due to Customer for any reason. In the event your purchase is denominated in a currency other than USD, and in the event the foreign exchange rate varies by more than 5% from the date of Customer's signature on the Order to the date of payment, Pluralsight may require payment in USD. If Customer files a chargeback disputing charges made by Pluralsight and the chargeback is granted, Customer's account will be deactivated.

3.2 Excess Usage. If Customer uses the Service in violation of the scope granted hereunder, including but not limited to unauthorized rotation of user subscriptions or adding active Users in excess of those outlined in your Order ("**Excess Use**"), Pluralsight may, in its sole discretion, invoice Customer for the Excess Use, at the rates set forth in the applicable Order or, in the absence thereof, Pluralsight's current list price for the features included in Customer's plan for such Excess Use.

3.3 Taxes. Other than net income taxes imposed on Pluralsight, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from these Enterprise Terms. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Pluralsight after all such Taxes are paid are equal to the amounts to which Pluralsight would have been entitled in accordance with these Enterprise Terms if such additional Taxes did not exist.

3.4 Authorization. Customer authorizes Pluralsight to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Pluralsight, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Pluralsight may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase, and you authorize Pluralsight to charge $1 for purposes of verifying your credit card. The $1 charge may be refunded to users on a free or trial plan.

4. TERM AND TERMINATION

4.1 Term. These Enterprise Terms will remain in effect until terminated in accordance with this Section 4 (the "**Term**").

4.2 Termination for Convenience. Either Party may terminate these Enterprise Terms for convenience immediately upon notice to the other Party at any time that no Order is in effect.

4.3 Termination for Material Breach. Either Party may terminate these Enterprise Terms or one or more Orders if the other Party does not cure its material breach of these Enterprise Terms or the applicable Order(s) within 30 days of receiving written notice of the material breach from the non-breaching Party. Termination in accordance with this Section 4.3 will take effect when the breaching Party receives written notice of termination from the non-breaching

Party, which notice must not be delivered until the breaching Party has failed to cure its material breach during the 30-day cure period. Notwithstanding the foregoing, Pluralsight may immediately terminate these Enterprise Terms upon notice to Customer, suspend one or more authorized Users' access to the Service, or take appropriate legal action, including without limitation referral to law enforcement, if Pluralsight reasonably believes that Customer has made or distributed any unauthorized copies of any Service, has violated Section 2.5, has attempted to assign or sublicense any right granted by these Enterprise Terms except as expressly permitted herein, or has otherwise taken any actions that threaten or challenge Pluralsight's intellectual property rights, including rights in and to any Service. Without limiting any other provision of this section, if Customer fails to timely pay any fees, Pluralsight may, without limitation to any of its other rights or remedies, suspend access to the Service under all Orders until it receives all amounts due.

4.4 Termination for Bankruptcy or Insolvency. Either Party may terminate these Enterprise Terms or one or more Orders if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days or makes any assignment for the benefit of creditors.

4.5 Post-Termination Obligations. If these Enterprise Terms are terminated for any reason, (a) Customer will pay to Pluralsight any fees or other amounts that have accrued prior to the effective date of the termination, and (b) any and all liabilities accrued prior to the effective date of the termination will survive.

4.6 Survival. Notwithstanding anything to the contrary herein, Sections 1, 2.10, 2.11, 2.12, 3, 4.5, 4.6, 5, 6, 7, 8, and 9 will survive termination or expiration of these Enterprise Terms.

5. CONFIDENTIALITY

5.1 Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Pluralsight's "Confidential Information" includes the Service, all Documentation, all Pluralsight technical information, and all information concerning Service-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

5.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) protect the Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Enterprise Terms; and (c) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with these Enterprise Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Pluralsight is permitted to disclose Confidential Information of Customer on a need-to-know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. "**Affiliate**" means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock, or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

6. WARRANTIES AND DISCLAIMER

6.1 Mutual Warranties. Each Party represents and warrants to the other that: (a) these Enterprise Terms have been duly executed and delivered and constitute a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of these Enterprise Terms.

6.2 Disclaimer. EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6 OR AN ORDER OR ADDENDUM, PLURALSIGHT MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PLURALSIGHT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PLURALSIGHT DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE. PLURALSIGHT DOES NOT WARRANT THAT THE SERVICE, DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SERVICE WILL BE SECURE OR UNINTERRUPTED. PLURALSIGHT DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY THE SERVICE OR DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. PLURALSIGHT EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE SERVICE OR DOCUMENTATION.

7. INDEMNIFICATION

7.1 By Pluralsight. Pluralsight will: (a) at its expense, either defend Customer from or settle any claim, proceeding, or suit ("**Claim**") brought by a third party against Customer alleging that Customer's use of the Service as permitted and used pursuant to these Enterprise Terms infringes or misappropriates patents, copyrights, or trademarks, subject to

Section 7.4 (an "**IP Claim**") , and (b) indemnify Customer from and pay the applicable Losses (defined below). Pluralsight will have no obligation under this section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the "**Excluded Claims**"): (i) use of the Service in combination with other products, services, or content not provided by Pluralsight if such infringement or misappropriation would not have arisen but for such combination; (ii) the Service having been provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (iii) use of the Service by Customer for purposes not intended or outside the scope of the license granted to Customer; (iv) Customer's failure to use the Service in accordance with instructions provided by Pluralsight, if the infringement or misappropriation would not have occurred but for such failure; or (v) any modification of the Service not made or authorized in writing by Pluralsight where such infringement or misappropriation would not have occurred absent such modification.

7.2 Mitigation; Limited Remedy. If Pluralsight becomes aware of, or anticipates, an IP Claim, Pluralsight may, at its option: (a) modify the Service so that it becomes non-infringing or substitute a functionally equivalent product; (b) obtain a license to the third-party intellectual property rights that may give rise to any Claim; or (c) terminate the affected Order(s) on written notice and refund to Customer any prepaid Fees. Sections 7.1 (with respect to IP Claims) and 7.2 state Pluralsight's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement, misappropriation, or other violation of any third-party intellectual property right by the Service.

7.3 By Customer. Except to the extent Pluralsight has a duty to defend Customer under Section 7.1, Customer will: (a) at its expense, defend Pluralsight from any actual or threatened third-party Claim arising out of or based upon Customer's use of a Service (including Customer's breach of the terms governing any Third-Party Products) or provision of the Customer Content or that is an Excluded Claim, subject to Section 7.4, and (b) indemnify Pluralsight from and pay the applicable Losses.

7.4 Procedures. A party's obligations as the indemnifying party ("**Indemnitor**") with respect to a Claim for which the indemnified Party ("**Indemnitee**") is indemnified under this Section 7 (an "**Indemnified Claim**") are subject to Indemnitee doing the following: (a) providing Indemnitor prompt written notice of the Indemnified Claim; (b) granting Indemnitor full and complete control over the defense and settlement of the Indemnified Claim; (c) providing assistance in connection with the defense and settlement of the Indemnified Claim as Indemnitor may reasonably request; and (d) complying with any settlement or court order made in connection with the Indemnified Claim. Indemnitee will not defend or settle the Indemnified Claim without Indemnitor's prior written consent. Indemnitee will have the right to participate in the defense of the Indemnified Claim at its own expense and with counsel of its own choosing, but Indemnitor will have sole control over the defense and settlement of the Indemnified Claim. "**Losses**" means: (i) all damages, costs, and attorneys' fees awarded against Indemnitee pursuant to the Indemnified Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Indemnitee in connection with the defense of the Indemnified Claim (other than attorneys' fees and costs incurred without Indemnitor's consent after Indemnitee has accepted defense of the Indemnified Claim); and (iii) all amounts that Indemnitor agrees to pay to any third party to settle the Indemnified Claim.

8. LIMITATIONS OF LIABILITY

8.1 Disclaimer of Indirect Damages. EXCEPT FOR CUSTOMER'S BREACH OF SECTION 2.5 OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE ENTERPRISE TERMS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL PLURALSIGHT BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, A SERVICE.

8.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL PLURALSIGHT'S TOTAL LIABILITY OF ALL KINDS, IN AGGREGATE, ARISING OUT OF OR RELATED TO THESE ENTERPRISE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR OWED BY CUSTOMER TO PLURALSIGHT UNDER THE ORDER WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

8.3 Independent Allocations of Risk. EACH PROVISION OF THESE ENTERPRISE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE ENTERPRISE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PLURALSIGHT TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE ENTERPRISE TERMS. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE ENTERPRISE TERMS.

9. ARTIFICIAL INTELLIGENCE

9.1 Pluralsight AI: Customer acknowledges that the Service includes Pluralsight Generative Artificial Intelligence products or services ("Pluralsight AI"). Customer further acknowledges that aspects of the Service (or features within it) may be powered by, or otherwise utilize, Pluralsight's proprietary or third-party generative artificial intelligence models ("Generative AI") and may include the generation of output ("Output") based on data, information, or other content Customer provides to the Pluralsight AI ("Input"). Generative AI is an experimental technology that uses probabilistic models to examine data and generate Output in response to queries. Generative AI has been known to produce false, inaccurate, incomplete, misleading, or "hallucinatory" output that may not be easily detectable. The Service does not provide professional advice, and any Output is provided for informational purposes only and is not a substitute for advice from a qualified professional. Customer is solely responsible for independently verifying all Output considering applicable circumstances and is solely responsible for its and its licensees', affiliates', customers', and Users' use of Outputs.

9.2 License and Ownership: Customer hereby grants to Pluralsight a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use all Inputs and Outputs to provide the Service, including the Pluralsight AI, and for purposes of analytics, product development and enhancement, and training of artificial intelligence and machine learning models and algorithms. Customer acknowledges that all Output generated by the Pluralsight AI is a product of machine learning technologies and may bear similarities to or may be identical to Outputs provided to other Pluralsight AI users. Customer should be aware that Outputs may contain inaccuracies, incomplete, or false information. All Outputs are provided "AS IS," without any warranties of any kind and are not subject to any infringement defense set forth in this Agreement.

9.3 Use Restrictions: While interacting with the Pluralsight AI, in addition to the prohibited conduct set out in Section 2.5, Customer agrees not to: (i) represent that any Outputs are human-generated; (ii) automatically or programmatically extract data or Outputs; (iii) change the intended purpose of any feature of the Pluralsight AI, or otherwise use such feature in a way that can cause harm to individuals or interfere with their rights and freedoms in a disproportionate manner; upload, post, transmit, or otherwise make available to the Pluralsight AI as Input any content that Customer: (a) knows or reasonably should know is unlawful, harmful, threatening, abusive, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or otherwise engage in conduct that results in the targeted or systematic harassment, bullying or shaming of others, including the promotion or encouragement of suicide or self-harm; (b) or does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights; or (iv) collect, process, or store any Sensitive Personal Data (defined below) using the Pluralsight AI, nor make such data available to Pluralsight or its third-party providers. "Sensitive Personal Data" includes an individual's financial information, sexual preferences, medical or health information protected under health data protection laws, biometric data (for uniquely identifying an individual), personal information of children protected under child protection laws (such as the US Children's Online Privacy Protection Act ("COPPA")), and any additional types of information classified similarly (such as "sensitive personal information", "Personal Information" or "special categories of personal information"), as used in applicable data protection or privacy laws.

9.4 Disclaimers: THE FOLLOWING DISCLAIMERS ARE IN ADDITION TO THE DISCLAIMER IN SECTION 6.2: (i) PLURALSIGHT AI USES EXPERIMENTAL TECHNOLOGY AND MAY SOMETIMES PROVIDE INACCURATE OR OFFENSIVE CONTENT THAT DOESN'T REPRESENT PLURALSIGHT'S VIEWS. PLURALSIGHT AI MAY PRODUCE OUTPUTS THAT ARE RISKY OR POTENTIALLY HARMFUL. USE DISCRETION BEFORE RELYING ON, PUBLISHING, OR OTHERWISE USING ANY OUTPUTS. DO NOT RELY ON PLURALSIGHT AI FOR ANY MEDICAL, HEALTH, SAFETY, LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY OUTPUT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL; (ii) GIVEN THE NATURE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING, USE OF PLURALSIGHT AI MAY RESULT IN INCORRECT OUTPUTS, OR OUTPUTS THAT DO NOT ACCURATELY REFLECT REAL PEOPLE, PLACES, OR FACTS. YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY OF ANY OUTPUT AS APPROPRIATE, AND YOU SHOULD NOT RELY ON THE ACCURACY OF ANY OUTPUT; and (iii)

YOUR USE OF PLURALSIGHT AI IS AT YOUR SOLE RISK, AND PLURALSIGHT IS NOT LIABLE FOR ANY OUTPUTS OR INPUTS, OR ANY STATEMENTS, REPRESENTATIONS, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY, PROFANITY, OR OTHER TYPES OF CONTENT THAT YOU MAY ENCOUNTER WHILE USING PLURALSIGHT AI.

9.5 Limitation of Liability: PLURALSIGHT WILL HAVE NO LIABILITY FOR ANY INFRINGEMENT CLAIM OF ANY KIND TO THE EXTENT ARISING OUT OF OR RESULTING FROM OUTPUT.

10. GENERAL

10.1 Relationship. Pluralsight will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of these Enterprise Terms.

10.2 Product Communications Consent. "Product Communication" is communicating information to Users including personalized Product and course recommendations, updates on Products, Services, and event promotions that help Users achieve their goals, via email, SMS, in-app user interface, or other digital channels, subject to Customer marketing preferences. By agreeing to these terms, Customer consents to Pluralsight and its affiliates using the contact information provided by Customer to send Product Communications. In compliance with the General Data Protection Regulation (GDPR) and other applicable privacy laws, Pluralsight ensures that:

1. Consent: Customer has the right to withdraw consent to Product Communications at any time by following the instructions provided in the communication or by updating preferences in Customer account settings.
2. Data Protection: Customer personal data will be processed in accordance with Pluralsight''s Privacy Policy, which details how data is collected, used, and stored securely. Pluralsight will not share Customer personal data with third parties for marketing purposes without explicit consent. For more information on how we handle Customer Personal Data, please refer to Pluralsight's Privacy Policy, and if applicable the Data Protection Addendum between the parties.
3. Legitimate Interest: Pluralsight may also send Product Communications to End Users based on legitimate interest. These communications are necessary to keep Customer informed of essential changes that affect Customer use of Pluralsight Products and Services.

10.3 Use of Brand Name. Pluralsight may use the name, brand, or logo of Customer (or Customer's parent company) solely for the purpose of identifying Customer as a licensee or customer of Pluralsight in a "customer" section of Pluralsight's website, brochures, or other promotional materials, or as part of a list of Pluralsight's customers in a press release or other public relations materials. Pluralsight will cease any use of Customer's name if such use violates any of Customer's written guidelines. Any such limited use by Pluralsight shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company and shall in no way suggest that Pluralsight is affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the trademarks or logos of Customer shall require mutual approval in writing prior to public dissemination thereof. If Pluralsight, in the course of exercising its rights hereunder, acquires any goodwill or reputation in any of the Customer's trademarks or logos, all such goodwill or reputation will automatically vest in Customer.

10.4 **Assignability.** Neither Party may assign its right, duties, or obligations under these Enterprise Terms without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that Pluralsight may assign these Enterprise Terms to an Affiliate or a successor (including a successor by way of Change of Control or operation of law), or in connection with the sale of all of the assets or business to which these Enterprise Terms relates. A Change of Control shall be deemed to cause an assignment of these Enterprise Terms. "**Change of Control**" means a merger, acquisition, divestiture, sale of assets or equity, or similar transaction.

10.5 **Export.** Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under these Enterprise Terms. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export the Service. The Service, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Service is not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

10.6 **U.S. Government Restricted Rights.** The Service is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Service and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

10.7 **Subcontractors.** Pluralsight may utilize subcontractors or other third parties to perform its duties under these Enterprise Terms so long as Pluralsight remains responsible for all of its obligations under these Enterprise Terms.

10.8 **Notices.** Any notice required or permitted to be given in accordance with these Enterprise Terms will be effective if it is in writing and sent by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth below and on the applicable Order and with the appropriate postage affixed. In addition, Customer's Plan Manager may be provided notice via email. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and the same date if sent via email.

Pluralsight, LLC
42 Future Way
Draper, Utah 84020

United States

contract-notices@pluralsight.com

10.9 Force Majeure. Neither Party will be liable for or be considered to be in breach of or default under these Enterprise Terms (except for failure to make payments when due) on account of, any delay or failure to perform as required by these Enterprise Terms as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

10.10 Governing Law. These Enterprise Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in the State of Utah in connection with any action arising out of or in connection with these Enterprise Terms.

10.11 Waiver. The waiver by either Party of any breach of any provision of these Enterprise Terms does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with these Enterprise Terms will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Enterprise Terms.

10.12 Severability. If any part of these Enterprise Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Enterprise Terms will remain in full force and effect. If any material limitation or restriction on the use of the Service under these Enterprise Terms is found to be illegal, unenforceable, or invalid, Customer's right to use the Service will immediately terminate.

10.13 Interpretation. For purposes of these Enterprise Terms, (a)the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation;"; (b) the words "such as," "for example," "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Enterprise Terms as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (f) whenever the context may require, any pronouns used in these Enterprise Terms will include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns and pronouns will include the plural, and vice versa. The headings set forth in these Enterprise Terms are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of these Enterprise Terms or any term or provision hereof. References to "$" and "dollars" are to the currency of the United States of America. Any law defined or referred to herein means such law as from time to time amended, modified, or supplemented, including (in the case of statutes) by succession of comparable successor laws.

10.14 Entire Agreement. These Enterprise Terms, including all exhibits and addenda, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. These Enterprise Terms supersedes, and the terms of these Enterprise Terms govern, all previous oral and written communications regarding these matters, all of which are merged into these Enterprise Terms and the Pluralsight Individual Terms of Use will be of no effect with respect to the products or services described in an applicable Order, except that these Enterprise Terms do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to these Enterprise Terms being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Pluralsight that are not described in an Order and with respect to which Customer has executed a separate agreement with Pluralsight that remains in effect. No employee, agent, or other representative of Pluralsight has any authority to bind Pluralsight with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in these Enterprise Terms. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of these Enterprise Terms. These Enterprise Terms may be changed by Pluralsight at any time. Revisions will be effective immediately except that material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated.. Pluralsight will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to these Enterprise Terms (whether or not it would materially alter these Enterprise Terms) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Pluralsight specifically provides a written acceptance of such provision signed by an authorized agent of Pluralsight. Any Order signed by the parties under these Enterprise Terms may be executed in any number of counterparts and via .pdf copies, each with the same effect as if all signatories had signed the same document. If so executed, the counterparts shall be deemed an original for all purposes and shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement. These Enterprise Terms have been negotiated at arm’s length between the Parties, both of which are sophisticated and knowledgeable in the matters which are encompassed in these Enterprise Terms. In addition, each Party has been represented by experienced and knowledgeable counsel. Accordingly, any rule of law or legal decision that would require the interpretation of ambiguities in these Enterprise Terms against the drafting party are not applicable and are hereby waived.

RESOLUTION NO.: ___46___-2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO JAMES E. LEPERE TO THE PREMISES KNOWN AS 19 EAST PARMENTER STREET (SECTION 39, BLOCK 4, LOT 10)

WHEREAS, on September 3, 1982, the City of Newburgh conveyed property located at 19 East Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 4, Lot 10, to James E. LePere; and

WHEREAS, the title insurance agency (Hill n Dale Abstracters, Inc.) insuring title for the current owner 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, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 19 East Parmenter Street, Section 39, Block 4, Lot 10 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 3, 1982, from THE CITY OF NEWBURGH to JAMES E. LEPERE, recorded in the Orange County Clerk's Office on November 16, 1982, in Liber 2237, Page 494 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.: _____-2025

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.

____
Notary Public

RESOLUTION NO.: ___47___-2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DUPAR REALTY TO THE PREMISES KNOWN AS 120 WEST PARMENTER STREET (SECTION 38, BLOCK 2, LOT 42)

WHEREAS, on January 5, 2018, the City of Newburgh conveyed property located at 120 West Parmenter Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 2, Lot 42, to Dupar Realty; and

WHEREAS, Dupar Realty (by Aamir Mumtaz, President/CEO) has requested a release of the restrictive covenants contained in said deed; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 120 West Parmenter Street, (Section 38, Block 2, Lot 42) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated January 5, 2018 from THE CITY OF NEWBURGH to DUPAR REALTY, recorded in the Orange County Clerk's Office on January 22, 2018, in Book 14352, Page 270 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.: _____-2025

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

On the ____ day of March 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.

____
Notary Public

CITY OF NEWBURGH

Department of Code Compliance
123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Quanetta Inman Code Compliance Supervisor

DATE: February 26, 2025

SUBJECT: 120 W Parmenter Street, Release of Restrictive Covenants Inspection

---

I conducted an inspection of 120 W Parment Street on January 24, 2025 & January 29, 2025. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

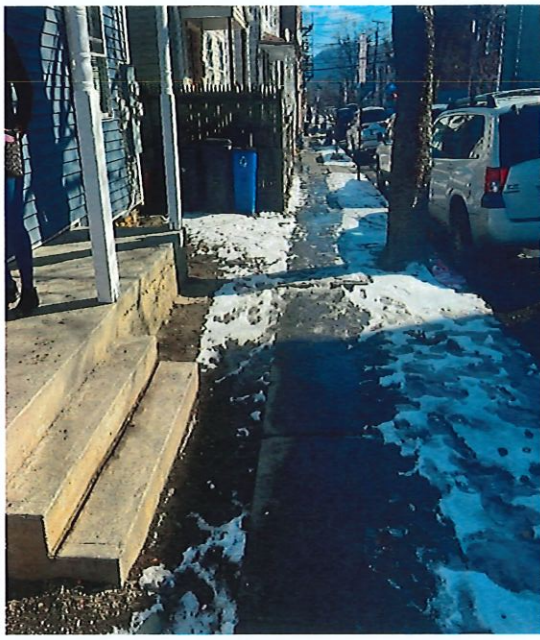
There are no open permits or open permit applications.

The property has a two-family residence. There is a valid rental license dated January 29, 2025.

There is a valid Certificate of Occupancy in the property file dated June 8, 1967.

Thank you,

Quanetta Inman
Code Compliance Supervisor



Sidewalk

Front

RESOLUTION NO.: __48_____-2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DAVID FISHEL TO THE PREMISES KNOWN AS 199 SOUTH STREET (SECTION 18, BLOCK 1, LOT 3)

WHEREAS, on March 14, 2016, the City of Newburgh conveyed property located at 199 South Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 1, Lot 3, to David Fishel; and

WHEREAS, Mr. Fishel has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh 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, 6, and 7 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 199 South Street, (Section 18, Block 1, Lot 3) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, 6, and 7 in a deed dated March 14, 2016 from THE CITY OF NEWBURGH to DAVID FISHEL, recorded in the Orange County Clerk's Office on March 21, 2016, in Book 14026, Page 1529 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.: _____-2025

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

On the ____ day of March 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.

____
Notary Public

CITY OF NEWBURGH

Department of Code Compliance
123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Quanetta Inman Code Compliance Supervisor

DATE: February 26, 2025

SUBJECT: 199 South Street, Release of Restrictive Covenants Inspection

---

I conducted an inspection of 199 South Street on February 19, 2025. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property has a two-family residence above a first-floor commercial space. It is owner-occupied on the Second floor. There is a valid rental license dated January 6, 2025.

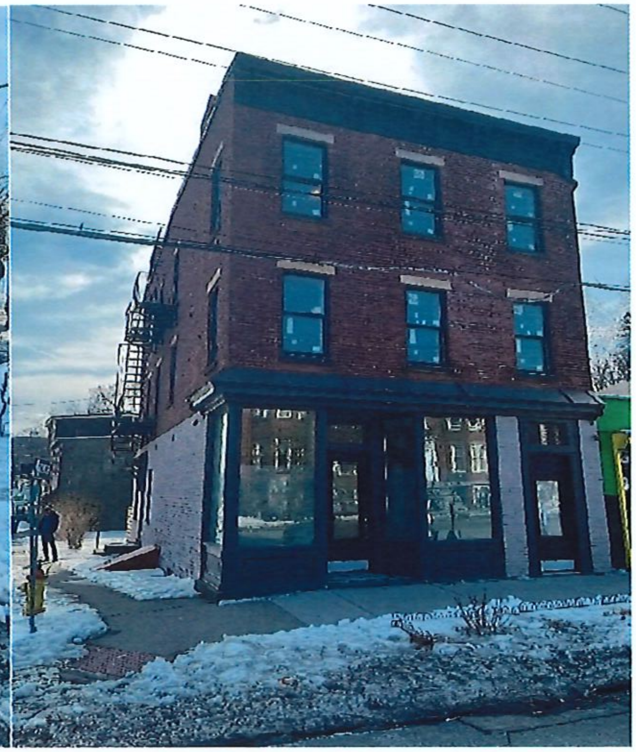
There is a valid Certificate of Occupancy in the property file dated January 6, 2025, for a mixed use of a commercial space on the first floor and 2-Family residence above it.

Thank you,

Quanetta

Quanetta Inman
Code Compliance Supervisor

Sidewalk



Front

RESOLUTION NO.: ____49_____ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FY 2022 CYBERSECURITY PROGRAM GRANT IN THE AMOUNT OF $50,000.00 WITH NO CITY MATCH

WHEREAS, the New York State Department of Homeland Security and Emergency Services is soliciting applications for funding under its FY2022 State Homeland Security Program for eligible applicants to enhance and sustain their cybersecurity posture as well as ensure that their information systems are secure and protected from cyber incidents; and

WHEREAS, the City of Newburgh is an eligible applicant and proposes to apply for grant funding in the amount of $50,000.00 to purchase equipment that will improve and upgrade the City's information systems and cybersecurity; and

WHEREAS, this Council has determined that applying for and accepting if awarded said grant is 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 a New York State Department of Homeland Security and Emergency Services FY2022 State Homeland Security Program Preserve New York program grant in the amount of $50,000.00 to purchase equipment that will improve and upgrade the City's information systems and cybersecurity; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: __50__ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH ERICA ROBERTS IN THE AMOUNT OF $14,000.00

WHEREAS, Erica Roberts brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Fourteen Thousand and 00/100 Dollars ($14,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Erica Roberts in the total amount of Fourteen Thousand and 00/100 Dollars ($14,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: __51____ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH UNITED FINANCIAL CASUALTY COMPANY A/S/O MARVIN MEADE IN THE AMOUNT OF $9,967.43

WHEREAS, United Financial Casualty Company, as subrogee of Marvin Meade, brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Nine Thousand Nine Hundred Sixty-Seven and 43/100 Dollars ($9,967.43) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of United Financial Casualty Company, as subrogee of Marvin Meade, in the total amount of Nine Thousand Nine Hundred Sixty-Seven and 43/100 Dollars ($9,967.43) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: __52__ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH ROGER ALLEYNE IN THE AMOUNT OF $12,000.00

WHEREAS, Roger Alleyne brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Twelve Thousand and 00/100 Dollars ($12,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Roger Alleyne in the total amount of Twelve Thousand and 00/100 Dollars ($12,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: __53___ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH MARVIN MEADE IN THE AMOUNT OF $45,000.00

WHEREAS, Marvin Meade brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Forty-Five Thousand and 00/100 Dollars ($45,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Marvin Meade in the total amount of Forty-Five Thousand and 00/100 Dollars ($45,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.

RESOLUTION NO.: ___54___ - 2025

OF

MARCH 10, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT WITH MILLER ENVIRONMENTAL, INC.

WHEREAS, the City of Newburgh authorized Miller Environmental, Inc. ("Miller") to discharge certain non-domestic waste into its sanitary sewer system from its facility located at 77 Stewart Avenue, Newburgh (Town) pursuant to industrial discharge permit number 2018-1-005; and

WHEREAS, on January 25, 2024 the City issued a Cease and Desist Order halting Miller's authorization to discharge based on alleged petroleum discharges from Miller's facility into the City's sanitary sewer system; and

WHEREAS, Miller wishes to resume operations at its facility;

WHEREAS, the City Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to execute the annexed settlement agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that upon the full execution of the settlement agreement and completion of the obligations of the parties contained therein, Miller shall be allowed to apply for a new industrial discharge permit in accordance with Chapter 248 of the City of Newburgh Code of Ordinances.

SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is entered into by and between Miller Environmental Group, Inc. ("**Miller**"), on the one hand, and the City of Newburgh, New York ("**City**") on the other hand (Miller and the City are each a **"Party**" and collectively they are the "**Parties**"). This Agreement is effective as of the latest date of execution by the Parties below (this Agreement's "**Execution Date**").

WHEREAS, Miller has operated a petroleum treatment facility (the "**Facility**") at 77 Stewart Avenue in the Town of Newburgh (the "**Premises**") since May 2018 pursuant to industrial discharge permits previously issued by the City bearing various permit numbers;

WHEREAS, on January 25, 2024 the City issued a Cease and Desist Order halting Miller's authorization to discharge in accordance with its industrial discharge permit (the "**Cease and Desist**") based on alleged petroleum discharge from the Premises;

WHEREAS, Miller denies that any petroleum was discharged from the Premises and wishes to resume operations at the Facility located at the Premises;

WHEREAS, Miller has submitted to the City and to the Town of Newburgh (the "Town") plans and specifications prepared by a New York State Licensed Professional Engineer for the construction of a new effluent lateral to serve the Facility (the "**Plans**") that clearly shows:

a. The proposed location of the new effluent lateral, without other points of interconnection (no cleanouts) to be installed beginning at the final treated effluent location from Miller's on-site treatment system, and discharging directly to the nearest Town sewer manhole located in Stewart Avenue.

b. The proper abandonment (flow fill or complete removal) of the existing effluent lateral along with any associated access locations;

c. The proper location of all buildings, treatment processes, and tanks located on the site

WHEREAS, the Town has approved the Plans;

WHEREAS, the City has approved the Plans;

WHEREAS, pursuant to a letter from the City dated February 15, 2024, Miller has provided the City with the following information in its possession:

a. Log of wastes transported to the Facility along with the associated analytical results for the last three (3) years.

b. List of any spills occurring at the Facility within the last three (3) years.

c. Test results conducted in the last three (3) years of used oil, and a list of any loads rejected by the Facility.

d. Monthly BTEX sample results taken from the treated water discharged from the

Facility for the last three (3) years.

e. Annual reports required to be submitted to NYSDEC by the deadline of March 1st of each calendar year for the last three (3) years.

f. Daily logs for receipt and transport of all wastes, daily inspection logs and complaint logs at the Facility for the last three (3) years.

g. Weekly monitoring reports for the last three (3) years for any and all leachate collection systems, secondary containment systems, overfill protection systems and interstitial spaces, including final destination location and quantities of any collected materials obtained from the systems described above.

h. Annual drum pad, transfer pad and secondary containment area inspections performed by a New York State Licensed Professional Engineer for the last three (3) years, including follow-up actions taken in response to any identified deficiencies.

WHEREAS, Miller has submitted to the City a public outreach campaign video designed to alert the public about environmental damage and penalties associated with illicit discharges into sewers and storm drains;

WHEREAS, the City has determined that **$416,041.73** is sufficient to cover its reasonable, documented costs and expenses related to the Cease and Desist to date, and that all sums related to and/or deriving from the alleged petroleum discharge will be determinable by August 1, 2025;

WHEREAS, the Parties, desiring to avoid litigation and enter into an agreement providing for a full, final, complete and global settlement regarding the alleged petroleum discharge; and

WHEREAS, the City Council approves this Agreement and authorizes the City Manager to issue a new industrial discharge permit (pending the City's receipt of a new application, engineer's report, sampling, fee, etc) authorizing Miller to discharge pre-treated waste to the Town's and City's sewage collection systems from its Facility;

NOW, THEREFORE in consideration of the foregoing and the consideration described herein, the sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions:

I. Definitions

1.1 "Affiliate" means, with respect to a Party, any other current or future entity that controls, is controlled by, or is under common control with such Party. As used herein, "controls, is controlled by, or is under common control with" includes the ability, either directly or indirectly through one or more intermediaries, to direct the management, operation or policies of such entity, whether by the ownership of more than fifty percent (50%) of the voting stock or equity of such entity (it being understood that direct or indirect ownership of a lesser percentage shall not necessarily preclude the existence of control), or by contract, or otherwise.

II. Payment to the City

2.1 Settlement Payment. Within five (5) days after this Agreement's Execution Date, Miller shall pay the City a one-time payment in the amount of four hundred sixteen thousand forty-one U.S. dollars and seventy-three cents ($416,041.73 U.S.). This payment shall be made by bank check or wire transfer at further direction of the City.

2.2 Escrow. Within five (5) days after this Agreement's Execution Date, Miller shall deposit an additional twenty-five thousand U.S. dollars ($25,000) into an escrow account established by the City. By August 1, 2025, the City shall determine if any additional alleged costs were related to and/or derived from the alleged petroleum discharge and shall withdraw only such costs. The City shall then notify Miller of the cost deduction and the account shall be closed with any additional funds being returned to Miller.

2.3 Taxes. To the extent any taxes are owed by any Party in connection with this Agreement, the Party responsible for such taxes under applicable law shall be solely responsible for their payment.

III. Termination

5.1 The Parties will only be able to terminate this Agreement by mutual written agreement.

IV. Representations and Warranties; Acknowledgements.

4.1 Mutual. Each Party represents and warrants that it has all requisite legal right, power, and authority to execute, deliver and perform its obligations under this Agreement, and that the person executing this Agreement on behalf of such Party has the full right and authority to do so.

V. Miscellaneous Provisions.

5.1 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their Affiliates hereto, their successors, assigns, and legal representatives.

5.2 Entire Agreement. Each Party acknowledges that this Agreement expresses the entire understanding and agreement regarding the subject matter hereof, and that there have been no warranties, representations, or covenants of understandings made by any other Party except such as are expressly set forth herein.

5.3 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without regard to choice-of-law or conflicts of law principles.

5.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

5.5 Construction. The article and section headings are for reference and convenience only and will not be considered in the interpretation of this Agreement. The term "including" means by way of example and not of limitation. This Agreement has been negotiated at arm's length between the Parties, all of which are sophisticated and knowledgeable in the matters which are encompassed in this Agreement. In addition, each Party has been represented by experienced and knowledgeable counsel. Accordingly, any rule of law or legal decision that would require the interpretation of ambiguities in this Agreement against the drafting Party are not applicable and are hereby waived.

5.6 Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

5.7 Costs and Fees. The Parties shall bear their own costs and attorneys' fees relating to the negotiation of this Agreement, and the Parties shall not file any requests for remuneration of costs and fees.

5.8 No Admission of Liability. This Agreement is the result of a compromise seeking to avoid litigation and future legal fees and costs. Nothing contained in this Agreement will be construed as an admission by any Party of any allegedly unlawful or otherwise improper conduct or any other liability, wrongdoing, or responsibility on any Party's part or, as applicable, on the part of any Party's predecessors, affiliates, agents, suppliers, vendors, distributors, customers, licensees, partners, officers, directors, attorneys, employees, or former employees. Likewise, the making of this Agreement and the performance of any acts hereunder shall not constitute, or be construed or alleged as, an admission of any liability or wrongdoing whatsoever by any Party hereto.

[Rest of Page Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized signatories:

MILLER ENVIRONMENTAL GROUP, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

Dated: ______________________________

THE CITY OF NEWBURGH

By: ______________________________

Name: Todd Venning

Title: City Manager / CEO

Dated: ______________________________