



**City of Newburgh  
Council Meeting Agenda  
*Sesion General del Consejo*  
November 10, 2025  
6:00 PM**

City Clerk / Secretaria de la Ciudad

1. Roll Call / Lista de Asistencia

Executive Session / Sesión Ejecutiva

2. Matters pertaining to the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

Asuntos relacionados con el historial médico, financiero, crediticio o laboral de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, degradación, disciplina, suspensión, despido o remoción de una persona o corporación en particular

Mayor / Alcaldesa

3. Moment of Silence / Momento de Silencio
4. Pledge of Allegiance / Juramento a la Alianza

Communications / Comunicaciones

5. Approval of the minutes from the City Council meeting of October 27, 2025 / Aprobación del Acta de la Reunión General del Consejo del 27 de octubre de 2025
6. City Manager Update / Gerente de la Ciudad Pone al Día a la Audiencia de los Planes de Cada Departamento

Presentations / Presentaciones

7. Presentation from the Hudson Valley Regional Council

Presentación del Hudson Valley Regional Council

8. Public Hearing - 2026 Budget

There will be a public hearing on Monday, November 10, 2025, to receive comments from the public concerning the City's annual budget for 2026

Habr  una audiencia p blica el lunes 10 de noviembre de 2025 para recibir comentarios del p blico sobre el presupuesto anual de la Ciudad para 2026

Comments from the public regarding agenda and general matters of City Business / Comentarios del p blico 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

9. Resolution No. 239 - 2025 - Brown & Brown's Proposal for Workers Compensation Renewal 1/1/2026 - 12/31/2027

Resolution authorizing an agreement between the City of Newburgh and the New York State Municipal Workers' Compensation Alliance for workers' compensation insurance

Resoluci n que autoriza un acuerdo entre la Ciudad de Newburgh y New York State Municipal Workers' Compensation Alliance para el seguro de compensaci n de los trabajadores

10. Resolution No. 240 - 2025 - 2025 Personnel Book Amendment — Planning and Development

Resolution amending the 2025 Personnel Analysis Book and amending Resolution No.: 249-2024, the 2025 Budget for the City of Newburgh, New York to add one Planning and Zoning Administrator in the Department of Planning and Development

Resoluci n que enmienda el Libro de An lisis de Personal 2025 y enmienda la Resoluci n No.: 249-2024, el Presupuesto 2025 para la Ciudad de Newburgh, Nueva York para a adir un Administrador de Planificaci n y Zonificaci n en el Departamento de Planificaci n y Desarrollo

11. Resolution No. 241 - 2025 - Police and DPW Vehicles to be declared surplus and auctioned

Resolution declaring Police Department and Department of Public Works Vehicles as surplus

Resoluci n declarando excedentes los veh culos del Departamento de Polic a y del Departamento de Obras P blicas

12. Resolution No. 242 - 2025 - Award of Bid #13.25 to Lady Liberty

## Equipment LLC for Purchase of a Trench Compactor

Resolution authorizing the award of a bid and the execution of a contract with Lady Liberty Equipment LLC for a trench compactor in the amount of \$33,850.00

Resolución que autoriza la otorgación de una licitación y la ejecución de un contrato con Lady Liberty Equipment LLC para un compactador de zanjas por el monto de \$33,850.00

### 13. Resolution No. 243 - 2025 - A Resolution to Accept Donations to Support Households Impacted by Federal Assistance Suspension

A resolution authorizing the City Manager to accept donations to support City of Newburgh households affected by the suspension of federal food assistance programs

Una resolución que autoriza al Gerente de la Ciudad a aceptar donaciones para apoyar a los hogares de la Ciudad de Newburgh afectados por la suspensión de los programas federales de asistencia alimentaria

### 14. Resolution No. 244 - 2025 - 2025 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2025 Bulletproof Vest Partnership in the amount of \$9,500.00 with a fifty percent match to be paid out of Police funds

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio de la Oficina de Asistencia Judicial del Departamento de Justicia de los Estados Unidos bajo la Alianza del Chaleco Antibalas 2025 por el monto de \$9,500.00 con un cincuenta por ciento de contrapartida a ser pagado con fondos de la Policía

### 15. Resolution No. 245 - 2025 - Orange County Youth Bureau 2026 Funding Grant

Resolution authorizing the City Manager to apply for and accept if awarded New York State Office of Children and Family Services Youth Development Program Grant and Youth Sports and Education Program Grants to support City of Newburgh Recreation Department Programs

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado el Subsidio del Programa de Desarrollo Juvenil de la Oficina de Servicios para Niños y Familias del Estado de Nueva York y Subsidios de Deportes y Educación para Jóvenes para apoyar los

Programas del Departamento de Recreación de la Ciudad de Newburgh

16. Resolution No. 246 - 2025 - Newburgh Arts & Cultural Commission - Appointments

A resolution re-appointing Patricia C. Phillips and appointing Paul Ellis, Milli Encarnacion, Madison Hermida and Duane Rutter to the City of Newburgh Arts and Cultural Commission

Una resolución renombrando a Patricia C. Phillips y nombrando a Paul Ellis, Milli Encarnación, Madison Hermida y Duane Rutter a la Comisión de Artes y Cultura de la Ciudad de Newburgh.

17. Resolution No. 247 - 2025 - Settlement of Litigation Regarding Tax Foreclosure of 269 Liberty Street

A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2022 related to properties known as 269 Liberty Street (Section 18, Block 5, Lot 11)

Resolución que autoriza el acuerdo de litigación con respecto a la ejecución hipotecaria de impuestos in rem para el año 2022 relacionados con la propiedad conocida como 269 Liberty Street (Sección 18, Bloque 5, Lote 11)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Adjournment / Aplazamiento:

RESOLUTION NO.: 220 - 2025

OF

OCTOBER 14, 2025

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 10, 2025  
TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE  
2026 BUDGET FOR THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2026 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 10th day of November, 2025, in the Third Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Oct. 14, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this  
15th day of OCT. 2025

Katrina Cotten  
City Clerk

RESOLUTION NO.: 239 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF NEWBURGH AND THE NEW YORK STATE  
MUNICIPAL WORKERS' COMPENSATION ALLIANCE  
FOR WORKERS' COMPENSATION INSURANCE**

**WHEREAS**, the City of Newburgh wishes to enter into the annexed agreement with the New York State Municipal Workers' Compensation Alliance; and

**WHEREAS**, the agreement provides workers' compensation insurance claims management and related services for the period of January 1, 2026 to December 31, 2027; and

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

**NOW, THEREFORE BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with the New York State Municipal Workers' Compensation Alliance, in substantially the same form as annexed hereto with any other provision that Counsel may require, for providing workers' compensation insurance claims management and related services.

PROPERTY & CASUALTY

# Proposal Prepared for City of Newburgh

Policy Period 01/01/2026 - 12/31/2027



# About Brown & Brown

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Brown & Brown was founded in 1939 as a two-partner firm and has risen to become one of the largest insurance brokerages in the world. Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. With a long-standing history of proven success, Brown & Brown continues to grow and thrive in the extremely competitive and constantly changing insurance industry.



## Our Mission

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most.

## Guiding Principles

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. The cornerstones of our organization's guiding principles are people, performance, service and innovation.

## Our Culture

Brown & Brown's deeply rooted culture is built on honesty, integrity, innovation, superior capabilities and discipline. Our culture is not built through "big company" messaging; it is created by those who put in the work and remain true to shared values and a commitment to always doing what is best for our customers and our communities.

The cornerstone of our success starts with the tremendous emphasis our leadership team places on making Brown & Brown a great place to work. We don't have employees at Brown & Brown, only teammates, and we are proud to have repeatedly been certified as a Great Place to Work®. As a result, our organization has experienced minimal talent turnover.

We believe that teammates who enjoy their work environment will reflect that enjoyment in their interactions with their customers, resulting in an enhanced customer experience. We put a premium on retaining teammates, allowing our customers to enjoy years of consistent service and strategy execution from the same individuals.

We value creativity in our teammates and encourage the sharing of innovative ideas. Our teams care about each other and contribute meaningfully to our strong, collaborative environment internally. We receive regular compliments from our competitors, customers and the insurance carrier marketplace regarding the caliber of talent and the character of the teammates we recruit and retain.



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## Local People and Powerful Solutions

We use our size to benefit our customers through market leverage, scalability and expansive resources. Our global resources are available to support critical items such as regulation changes, pharmacy, international, benefits administration and much more. We layer our global resources with a local, dedicated service team. This local team delivers a high-touch experience for day-to-day support and long-term strategic planning, granting you the benefits of a leading brokerage without losing the personal, swift support of a local team.

## Growth Oriented

Brown & Brown ended 2024 with \$4.8B in revenue, with a global presence spanning 18 countries, and growing.

Brown & Brown's annual report can be found on our website at <https://investor.bbrown.com/annual-reports>.

## Scalable Solutions

Regardless of your business size or industry, we have the capabilities and experience to support you. From main street businesses to multinational corporations, our extensive specialties span the full spectrum of size and complexity. As you push forward through organic growth, mergers or acquisitions, our teams are equipped to provide you with a strategic path—no matter where you are on your growth journey.



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# Preparing You for Tomorrow's Risks—Today™

We pride ourselves on combining global strength with local, personalized service. Brown & Brown is proud of our 23,000+ talented teammates spanning 700+ locations globally. Through our deep local connections and the resources of a global leader, we take an agile, forward-thinking approach to risk.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both large and small. We believe that our teammates and the relationships they form with our customers are our strengths. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

## Service Team

| Name            | Title                                | Email                          | Business Phone |
|-----------------|--------------------------------------|--------------------------------|----------------|
| Brian Miles     | Executive Vice President             | Brian.Miles@bbrown.com         | (845)628-4500  |
| Nick Fulciniti  | Risk Manager                         | Nicholas.Fulciniti.@bbrown.com | (845)743-7016  |
| Diane Greenberg | Account Manager                      | Diane.Greenberg@bbrown.com     | (845)743-7009  |
| Mary Ellen Pepi | Technical Assistant                  | MaryEllen.Pepi@bbrown.com      | (845)743-7020  |
| Lori Glassman   | Claims & Commercial Lines Manager    | Lori.Glassman@bbrown.com       | (845)743-7018  |
| Shelby Fields   | Claims & Loss Control Representative | Shelby.Fields@bbrown.com       | (845)743-7013  |



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# Compensation Disclosure

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**Compensation.** As a licensed insurance producer/broker/agent, Brown & Brown entities (“we”) are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities. We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

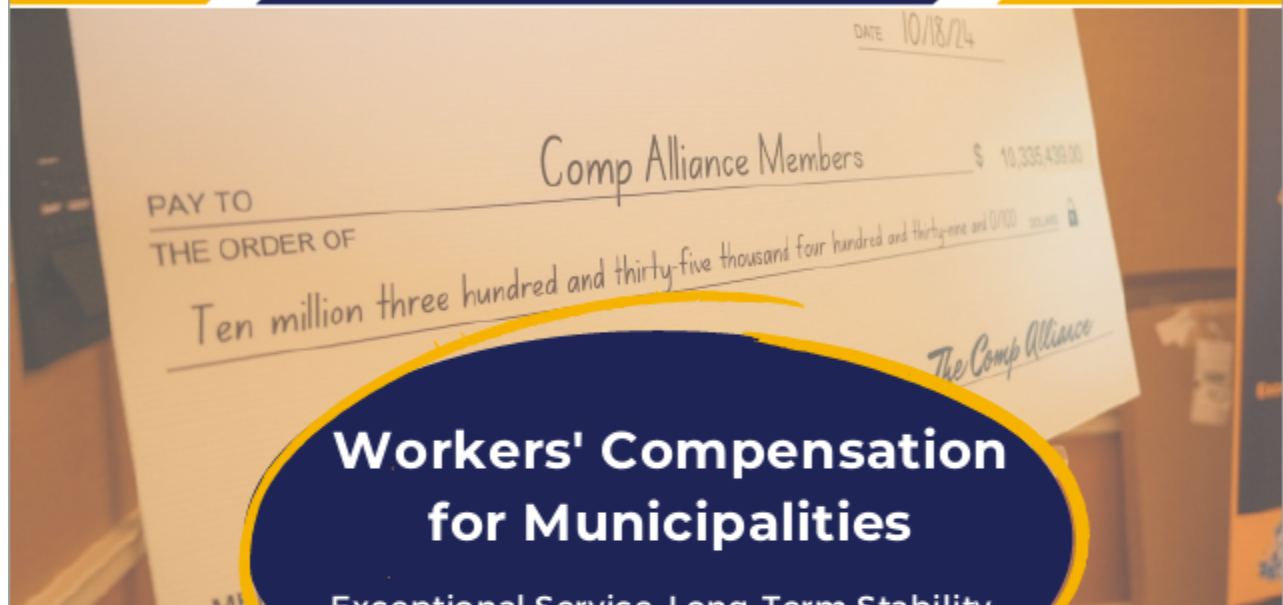
If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

**Questions and Information Requests.** If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at <https://www.bbrown.com/us/contact/contact-general/>



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## Workers' Compensation for Municipalities

Exceptional Service. Long-Term Stability.

### Program Sponsors



### Program Administrator



The Comp Alliance is a public group self-insurer that provides workers' compensation and risk management solutions to public entities in New York State, sponsored by the New York Association of Towns (NYAOT) and the New York State Conference of Mayors (NYCOM).

We assist our members in creating safer workplaces and stabilizing the inherently volatile costs of workers' compensation by prioritizing risk management and meticulous claims handling.

### When you join the Comp Alliance you get...

- |                                                                                                                                   |                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| ✓ <b>Stability:</b> Consistent, affordable funding contributions with optional multiyear fixed-cost options and no payroll audits | ✓ <b>Exceptional Service:</b> Personalized claims management and an online claims portal |
| ✓ <b>Money Back:</b> Safe Workplace and Loyalty award programs returned nearly \$12M to members since 2019                        | ✓ <b>Resources:</b> Flexible training options and safety resources                       |
|                                                                                                                                   | ✓ <b>Peace of Mind:</b> Active management and investigation of fraudulent claims         |

866-697-7665



[compalliancemarketing@wrightinsurance.com](mailto:compalliancemarketing@wrightinsurance.com)



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# Stability and Flexible Options



Exceptional Service. Long Term Stability.

## Program Sponsors



## Program Manager



### 1 Year Plan

- Traditional
- Established

### 2 Year Plan

- Greater stability
- Peace of mind
- Cost predictability = Ease of budgeting

### 3 Year Plan

- Longer-term cost predictability = Optimal stability
- Limited eligibility

(speak to a Comp Alliance Rep.)

## Member's Choice

Offering flexible options and plan terms that are tailored to your needs!

### 1 Year Membership

Member joins the Comp Alliance for 12 months. Funding contribution is based on rates, loss experience, and projected payroll for the 12-month period of membership. Most common, traditional option. No payroll audit.

### 2 Year Membership

Member joins the Comp Alliance for 24 months. Funding contribution is based on rates, loss experience, and projected payroll for the 24-month period of membership. Provides multi-year stability and predictability. No payroll audit.

### 3 Year Membership

Member joins the Comp Alliance for 36 months. Funding contribution is based on rates, loss experience, and projected payroll for the 36-month period of membership. Provides multi-year stability and predictability. No payroll audit. Eligibility is limited, so please contact a Comp Alliance marketing representative for additional details.

To explore these options, or for more information, please contact us today!

**John Triessl**

Vice President of Member Services

866-697-7665

[www.compalliance.org](http://www.compalliance.org)

[jtriessl@wrightinsurance.com](mailto:jtriessl@wrightinsurance.com)



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# Risk Management Services



Exceptional Service. Long Term Stability.

We do more than just pay claims. The risk management specialists at the Comp Alliance will work with you to develop long-term solutions to reduce your workers' compensation exposure.



In the past five years, the program has had over a 98% member retention rate, a testament to the exceptional, on-staff risk management employees dedicated to the Comp Alliance.

## These Risk Management Member Services Include:

### ✓ Onsite Evaluations

- Interview key personnel and department heads
- Loss/Claims review
- Inspections of main facilities
- Hazard identification with remediation methods
- Personalized recommendations for improved safety

### ✓ Risk Management Service Tools

- Onsite, virtual and online safety awareness training
- Safety webinars
- Regional safety training
- Accident/Employee injury review training

### ✓ Comp Academy Training (Online)

- Slip/Fall Prevention
- Personal Protective Equipment
- Hazard Communication/Right-to-Know
- Lockout/Tagout
- Bloodborne Pathogens
- Chainsaw Safety
- Excavation/Trenching Safety
- Driver Safety
- Workplace Violence Prevention
- Confined Space Awareness
- HAZWOPER Awareness

### ✓ Ongoing Consultative Service Visits

- Safety committee development/participation
- Board meeting/department head meeting participation

### ✓ Other Services

- Online member safety resource center
- Safety bulletins and quarterly newsletters
- High experience modification review and consultation



For more information or to explore any of these great options, please contact us today!

**Robert Blaisdell**

Director of Loss Control

518-330-8591

[www.compalliance.org](http://www.compalliance.org)

[rblaisdell@wrightinsurance.com](mailto:rblaisdell@wrightinsurance.com)



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# Named Insured

| Policy Type          | Named Insured    |
|----------------------|------------------|
| Workers Compensation | City of Newburgh |

This list includes all the named insureds we presently have on your policies. Should any revisions to this listing be required, please notify our office immediately.

## Location(s)

City of Newburgh  
City Hall, 83 Broadway Newburgh, NY 12550

| Loc # | Address     | City     | State | Zip   |
|-------|-------------|----------|-------|-------|
| 1     | 83 Broadway | Newburgh | NY    | 12550 |



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# Workers' Compensation

## Workers' Compensation Insurance

Part One of the policy applies to the Workers' Compensation Law of the states listed below:

| State |
|-------|
| NY    |

## Employers' Liability Insurance

Part Two of the policy applies to work in each state listed in Item A

| Each Accident Limit | Disease Policy Limit | Disease Each Employee |
|---------------------|----------------------|-----------------------|
| \$100,000           | \$500,000            | \$100,000             |

*Higher limits may be available upon request.  
Policy is not subject to audit.*

## Rating Basis

| Class Code    | Description                         | Payroll      |
|---------------|-------------------------------------|--------------|
| 5506          | Street & Road Construction          | \$454,425    |
| 7520          | Waterworks Operation                | \$1,107,469  |
| 7580          | Sewage Disposal Plant               | \$516,939    |
| 7710          | Firemen - Not Volunteer             | \$5,502,605  |
| 8391          | Auto Gas Station                    | \$274,930    |
| 8810          | Clerical Office Employees           | \$5,209,688  |
| 8820          | Attorney - All Employees & Clerical | \$596,905    |
| 8831          | Hospital -Veterinary                | \$43,919     |
| 9026          | Building Operations - Commercial    | \$225,419    |
| 9063          | YMCA - All Employees & Clerical     | \$642,030    |
| 9102          | Parks NOC - All Employees & Drivers | \$518,990    |
| 9402          | Street Cleaning & Drivers           | \$28,140     |
| 9403          | Garbage, Ashes or Refuse Collection | \$1,041,917  |
| 9410          | Municipal Township NOC              | \$2,029,762  |
| Total Payroll |                                     | \$18,193,138 |



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# Proposal Premium Summary

Policy Term: 01/01/2026 - 12/31/2027

| Line of Business                   | Carrier       | <u>Expiring</u><br>1/1/24 – 12/31/25<br>(Two-Year) | <u>Renewal</u><br>1/1/26 – 12/31/27<br>(Two-Year) |
|------------------------------------|---------------|----------------------------------------------------|---------------------------------------------------|
| Workers Compensation               | Comp Alliance | \$2,281,381                                        | \$2,193,226                                       |
| NYS Estimated Assessment           |               | *\$63,236                                          | *\$60,904                                         |
|                                    |               |                                                    |                                                   |
| <b>Total Contribution (2 year)</b> |               | <b>\$2,344,617</b>                                 | <b>\$2,254,130</b>                                |
|                                    |               |                                                    |                                                   |
| <b>Annual Cost</b>                 |               | <b>\$1,172,309</b>                                 | <b>\$1,127,065</b>                                |

\*NYS Assessment is estimated and will be adjusted based on the actual reported payrolls. The figures indicated above represent the (2) year period at approximately \$30,452 per year.

Multiyear policies are considered fully earned and the total amount would be due regardless of whether coverage is moved mid-term. 2-year option with Comp Alliance is a fixed rate.



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## NOTICE AND ACKNOWLEDGEMENT OF ASSESSABLE AND FINANCIAL CONDITION

Brown & Brown of New York Inc. DBA Spain Agency and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of "A-" or better.\* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Your coverage is being placed in, New York State Municipal Workers' Compensation Alliance a self-insurance fund which is currently unrated by A.M. Best Company. In order to obtain coverage you are agreeing to membership in (New York State Municipal Workers' Compensation Alliance and all other underwriting guidelines, conditions and requirements set forth by New York State Municipal Workers' Compensation Alliance.
- New York State Municipal Workers' Compensation Alliance is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and risk transfer or pooling entities such as New York State Municipal Workers' Compensation Alliance may change rapidly and that such changes are beyond the control of Brown & Brown.
- Membership in the New York State Municipal Workers' Compensation Alliance involves certain obligations as well as benefits. These are outlined in a membership or participation agreement, which must be signed prior to acceptance by the New York State Municipal Workers' Compensation Alliance
- Your attention is directed particularly to that portion of your membership or participation agreement which points out that it is fully assessable. This means to meet loss obligations, each member can be assessed to make up the deficiency. Any assessment will be levied on and payable by all members of the New York State Municipal Workers' Compensation Alliance for the year the deficit occurs, whether or not you are still a member at the time the assessment is levied. The purpose of bringing this provision to your attention is not to cause undue concern, but simply to alert you that prudent business practices should be observed with regard to proper investigation of the financial condition of any self-insured provider, and to encourage your inquiry about any aspects of the contractual agreements.
- You have had an adequate opportunity to make a thorough and complete inquiry into the New York State Municipal Workers' Compensation Alliance's financial condition and the terms and conditions of membership in the New York State Municipal Workers' Compensation Alliance, including to review it with your accountants, legal counsel and advisors, and enter into your relationship with New York State Municipal Workers' Compensation Alliance knowingly, voluntarily and with a full understanding of the risks.

By: [NAME OF AUTHORIZED REPRESENTATIVE OF INSURED]

**Named Insured: City of Newburgh**  
**Line of Coverage(s): Workers Compensation**  
**Policy Number(s): WCNEWBURGH**  
**Policy Period(s): 01/01/2026 - 12/31/2027**  
**Date of Notice: 10/21/25**

\* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating  
Financial Size Category: XV to I - Largest to smallest rating  
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.*

# A. M. Best Rating of Proposed Carriers

| Line of Business     | Insurance Company                                       | Rating    | Admitted / Non-Admitted |
|----------------------|---------------------------------------------------------|-----------|-------------------------|
| Workers Compensation | New York State Municipal Workers' Compensation Alliance | Not Rated | Admitted                |

## General Rating

| Rating Categories | Rating Symbols | Rating Categories | Rating Symbols |
|-------------------|----------------|-------------------|----------------|
| Superior          | A+ to A++      | Marginal          | C+ to C++      |
| Excellent         | A to A-        | Weak              | C to C-        |
| Good              | B+ to B++      | Poor              | D              |
| Fair              | B to B-        |                   |                |

These rating classifications reflect AM BEST's opinion of the relative position of each company in comparison with others, based upon averages within the Property-Casualty insurance industry. They are reflective of overall company services and standing within the industry.

## Financial Size Category

| Class     | Range (\$ in Thousands) | Class      | Range (\$ in Thousands) | Class      | Range (\$ in Thousands) |
|-----------|-------------------------|------------|-------------------------|------------|-------------------------|
| Class I   | Up-\$1,000              | Class VI   | \$25,000-\$50,000       | Class XI   | \$750,000-\$1,000,000   |
| Class II  | \$1,000-\$2,000         | Class VII  | \$50,000-\$100,000      | Class XII  | \$1,000,000-\$1,250,000 |
| Class III | \$2,000-\$5,000         | Class VIII | \$100,000-\$250,000     | Class XIII | \$1,250,000-\$1,500,000 |
| Class IV  | \$5,000-\$10,000        | Class IX   | \$250,000-\$500,000     | Class XIV  | \$1,500,000-\$2,000,000 |
| Class V   | \$10,000-\$25,000       | Class X    | \$500,000-\$750,000     | Class XV   | \$2,000,000-Greater     |

The Financial Size Category is an indication of the size of an Insurer and is based on reported policyholder's surplus conditional or technical reserve funds, such as mandatory securities valuation reserve, or other investments and operating contingency funds and/or miscellaneous voluntary reserves in liabilities (\$ in Thousands)

This information has been provided to you so that consideration is given to the financial condition of our proposed carriers. The financial information disclosed is the most recent available to Brown & Brown, Inc. Brown & Brown, Inc. does not guarantee financial condition of the insurers listed above.



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.*





### **Member Participation Agreement**

Member:

Agent:

Participation Period:

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

**How Group Self-Insurance Works:** Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

#### **Joint and Several Liability**

**Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.**

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally  
518-465-0128

Claims: Maria Luciano  
516-750-9376

Member Services: John Triessl  
866-697-7665



#### **A. Coverages Provided by the Comp Alliance**

**Workers' Compensation Coverage:** provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

**Employers' Liability Coverage:** provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law, along with coverage for benefits as required by the Volunteer Firefighters' Benefit Law and Volunteer Ambulance Workers' Benefits Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

#### **B. Member Responsibilities**

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- agrees to remain a member for the term of membership set forth below. A short-rate penalty, as adopted and amended from time to time by the Board of Trustees, may be applied to early terminations.
- agrees not to enter into the settlement of any claim without the express written consent of the Comp Alliance.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

Executive Director: Michael Kenneally  
518-465-0128

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### **C. Services Provided by the Comp Alliance**

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

#### *Claims Administration:*

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run upon request of the member, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

#### *Loss Control Services*

- Loss control inspections to all members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

#### *Member Services*

- Educating members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information.

### **D. Purpose of Agreement:**

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally  
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#### **E. Assessments payable to the Workers' Compensation Board**

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit toward the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

**Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.**

---

The undersigned parties have executed this participation agreement intending to fully bound by its terms and conditions.

#### **Member:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Term of Membership:

#### **Comp Alliance**

Date: January 1, 2026

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally  
518-465-0128

Claims: Maria Luciano  
516-750-9376

Member Services: John Triessl  
866-697-7665

RESOLUTION NO.: 240-2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AMENDING THE 2025 PERSONNEL ANALYSIS BOOK  
AND AMENDING RESOLUTION NO.: 249-2024,  
THE 2025 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO ADD ONE PLANNING AND ZONING ADMINISTRATOR  
IN THE DEPARTMENT OF PLANNING AND DEVELOPMENT**

**WHEREAS**, the Director of Planning and Development proposes to add one Planning and Zoning Administrator position in the Department of Planning and Development at Grade 28; and

**WHEREAS**, the City Council has determined that adding one Planning and Zoning Administrator position in the Department of Planning and Development at Grade 28 will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that 2025 Personnel Analysis Book and 2025 Budget be and hereby are amended to one Planning and Zoning Administrator position in the Department of Planning and Development at Grade 28.

## **CITY OF NEWBURGH**

DATE ADOPTED: October 15, 2025

### **PLANNING AND ZONING ADMINISTRATOR**

#### **GENERAL STATEMENT OF DUTIES:**

Plans, leads and monitors community and economic development projects; Manages the presentation of proposals from the community to the land use boards and participates in the assessment of plans for review and approval; administers the provisions of the Zoning Code; Does related work as required.

#### **DISTINGUISHING FEATURES OF THE CLASS:**

This is professional planning work with assignments and responsibilities of difficulty and complexity to provide planning analyses and assistance to the Zoning Enforcement Officer (Building Inspector), Zoning Board of Appeals, the Planning Board, Architectural Review Committee and City departments or as directed by the City Manager. The work is performed under the general supervision of the Director of Planning and Development with leeway for independent judgment.

#### **EXAMPLES OF WORK: (Illustrative Only)**

- Initiates and leads studies involving research, investigation and analysis of sociological, economic and environmental factors related to municipal planning;
- Assists in collection, tabulation and analysis of data on statistics, and the writing of reports;
- Initiates applications for external funding; oversees the completion of work on funded projects and completes all reports as required;
- Initiates and assists in studies relating to zoning, parking, traffic and other facilities in the municipality;
- Applies GIS to produce maps and performs spatial queries;
- Works closely with appointed boards and commissions, other City staff, government agency staff, citizens at large, special interest groups and sometimes the City Council and provides leadership to planning initiatives;
- Obtains and prepares statistical data related to capital improvement programs covering such subjects as tax base, elements of municipal indebtedness and sources of revenue;
- Administers and manages both State and Federal grants;
- Ensures compliance with zoning requirements for new projects and existing facilities
- Reviews of requirements of the Zoning Code with applicants
- Reviews development applications for completeness
- Maintains records of planning unit activities.

#### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

Comprehensive knowledge of the purposes, principles, terminology and practices of municipal planning; Working knowledge of sociological, economic, environmental, engineering, designs and research factors in problems intended to advance new development projects and establish public/private partnerships. In-depth knowledge of the principles and practices of GIS and graphic visual methods as applied to community planning; Working knowledge of methods for data collection analysis and interpretation of statistical data; Demonstration of in-depth knowledge of research methodology and techniques; Ability to assess and apply principles of historic architectural review and planning and comprehensive understanding of streamlining of land use board practices. Ability to understand complex and oral written directions; Ability to get along well with others; Initiative and resourcefulness; Physical demands commensurate with the demands for in-the-field work associated with the responsibilities

**MINIMUM QUALIFICATIONS:**

- A. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Master's Degree in city or regional planning, regional management, environmental planning, geography, or urban management and three years' experience working in municipal planning; **OR;**
- B. Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Bachelor's Degree in city or regional planning, regional management, environmental planning, geography, or urban management and five years' experience working in municipal planning.

RESOLUTION NO.: 241 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION DECLARING POLICE DEPARTMENT AND  
DEPARTMENT OF PUBLIC WORKS VEHICLES AS SURPLUS**

**WHEREAS**, the City of Newburgh Police Department possesses two 2015 Ford Explorers and one 2017 Ford Explorer which are no longer of use to the City; and

**WHEREAS**, the City of Newburgh Department of Public Works possesses two 1999 International 4900, one 1999 International 2574, one 1999 International 4700, and one 1986 DI/RE Garbage Truck which are no longer of use to the City; and

**WHEREAS**, the City Departments have requested that the vehicles be designated as surplus and sold; and

**WHEREAS**, the City Council has determined that declaring the vehicles as surplus is in the best interests of the City of Newburgh; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the vehicles identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.



## Surplus Tracker



| <u>Department</u> | <u>Item</u>              | <u>Item Description</u>  | <u>Quantity</u> | <u>Estimated Individual Value</u> | <u>Estimated Value</u> | <u>What would the department like to do with the surplus??</u> | <u>Council Resolution</u> | <u>Possible Revenue? (If so, how much)</u> |
|-------------------|--------------------------|--------------------------|-----------------|-----------------------------------|------------------------|----------------------------------------------------------------|---------------------------|--------------------------------------------|
| POLICE            | 2015 FORD EXPLORER       | 2015 FORD EXPLORER       | 2               | \$700.00                          | \$700.00               | AUCTION                                                        |                           | \$1,400.00                                 |
| POLICE            | 2017 FORD EXPLORER       | 2017 FORD EXPLORER       | 1               | \$900.00                          | \$900.00               | AUCTION                                                        |                           | \$900.00                                   |
| DPW               | 1999 INTERNATIONAL 4900  | 1999 INTERNATIONAL 4900  | 2               | \$500.00                          | \$500.00               | AUCTION                                                        |                           | \$1,000                                    |
| DPW               | 1999 INTERNATIONAL2574   | 1999 INTERNATIONAL2574   | 1               | \$500.00                          | \$500.00               | AUCTION                                                        |                           | \$500.00                                   |
| DPW               | 1999 INTERNATIONAL 4700  | 1999 INTERNATIONAL 4700  | 1               | \$500.00                          | \$500.00               | AUCTION                                                        |                           | \$500.00                                   |
| DPW               | 1986 DI/RE Garbage Truck | 1986 DI/RE Garbage Truck | 1               | \$500.00                          | \$500.00               | AUCTION                                                        |                           | \$500.00                                   |

RESOLUTION NO.: 242 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF  
A CONTRACT WITH LADY LIBERTY EQUIPMENT LLC  
FOR A TRENCH COMPACTOR IN THE AMOUNT OF \$33,850.00**

**WHEREAS**, the City duly advertised for bids in Solicitation No. 13.25 for a trench compactor; and

**WHEREAS**, the City duly received and opened four (4) bid responses, and Lady Liberty Equipment LLC was determined to be the lowest responsible and responsive bidder with a total bid amount of \$33,850.00; and

**WHEREAS**, the cost for the equipment and services will be derived from F.8340.0205 Other Equipment; and

**WHEREAS**, this Council finds it to be in the best interest of the City of Newburgh to award the bid and enter into a contract with Lady Liberty Equipment LLC for a trench compactor;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the bid for a trench compactor be and is hereby awarded to Lady Liberty Equipment LLC, for the amount not to exceed \$33,850.00 and that the City Manager be and he is hereby authorized to enter into a contract for the product in this amount.

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**CITY OF NEWBURGH**  
**Goods Contract**

This contract ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Lady Liberty Equipment LLC, with an office address of 1746 Butler Pike, P.O. Box 102, Grove City, PA 16127 ("Contractor").

**WITNESSETH**

WHEREAS, the City issued Solicitation #13.25 (the "Solicitation") seeking bids from qualified and experienced bidders with the capability of providing a trench roller (compactor), along with any accessories, software, product warranties, and technical and mechanical support services as set forth in the Solicitation; and

WHEREAS, the City provided notification of the availability of the Solicitation in accordance with state and local requirements; and

WHEREAS, the Solicitation set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the Solicitation, as the same was amended through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal was the lowest responsible and responsive bid to the Solicitation; and

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

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## 1. APPENDICES AND ATTACHMENTS

- 1.1. The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract:

Schedule A – Solicitation #13.25, Sections 2 through 5

Schedule B – Pricing Matrix, including warranty and service terms and conditions

## 2. SCOPE OF SERVICES

- 2.1. Contractor shall render all goods and deliverables and furnish all materials and equipment necessary to provide the City with the goods and deliverables more specifically described in **Schedule A** (hereafter “Goods”), in a timely and professional manner, using the degree of care, skill, and diligence generally observed by other companies in the industry, and in accordance with the highest professional and industry standards relevant to the Goods as reasonably anticipated based on the applicable Scope of Work.
- 2.2. Goods shall not be delivered by any other person, entity, agency, affiliate, or subcontractor unless approved by the City in writing. Contractor shall remain responsible for the performance of all of its obligations under this Contract, and for the performance by all third parties providing Goods herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

## 3. RATES AND FEES

- 3.1. For the Goods described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule B**.
- 3.2. Contractor may not charge more than rates and charges set forth in **Schedule B**.
- 3.3. This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 3.4. For any additional goods or services proposed or requested, the compensation to be paid will be identified in a supplemental Contract as applicable.
- 3.5. Payments under this Contract shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.
- 3.6. At the conclusion of delivery of Goods to the City’s satisfaction, Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as ‘FINAL INVOICE’.

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- 3.7. Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

#### 4. TERM

- 4.1. This Contract will commence on the Effective Date and will continue until the end of the service period for technical and mechanical problems as set forth in **Schedule B**, or terminated in accordance with Section 9.

#### 5. CONTRACTOR'S OBLIGATIONS

5.1. Contractor shall:

- 5.1.1. Apply such time, attention, and reasonable skill and care as may be necessary or appropriate for its proper performance and provision of the Goods;
  - 5.1.2. Use industry and proprietary tools and data for the provision of Goods that are generally accepted as suited in the industry;
  - 5.1.3. Comply with all applicable laws in connection with its performance of Goods hereunder;
  - 5.1.4. Comply with all reasonable directions regarding the Goods communicated to it from time to time by the City;
  - 5.1.5. Keep confidential materials that are in its possession or control safe and secure;
  - 5.1.6. Deliver all Goods by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.
- 5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Goods by any date set out in the applicable scope of work (or any other deadline agreed by the Parties in writing), Contractor will promptly notify the City and give details of the reasons for the delay. Unless the delay is caused by Force Majeure, Contractor's failure to perform will represent a material breach of this Contract entitling the City to terminate this Contract and pursue its legal and equitable remedies if the breach.

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## 6. CONFIDENTIAL INFORMATION

- 6.1. Any information provided by the City to Contractor shall be deemed confidential. Contractor shall not disclose any information to a third-party unless authorized by the City in writing.
- 6.2. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.

## 7. WORK PRODUCT

- 7.1. Contractors must provide any written records in Word, Excel, PDF or another format acceptable to the City and be able to share documents with the City in electronic format via email or managed file transfer (for larger sized documents) in a manner acceptable to the City.
- 7.2. All records in any form (e.g. written, visual, audio, etc.) produced by the Contractor shall be property of the City. All records produced by the Contractor for the City, or on behalf of the City, shall not be used for any purpose without the City's written consent. At the conclusion of any engagement, either as a result of termination or the natural conclusion of the engagement, all records shall be turned over to the City within 60 days, or as may be extended in writing by the City.
- 7.3. All information collected or otherwise obtained by the Contractor, the Contractor's staff and all subcontractors in performance under the Contract is proprietary and may not be disclosed to any party other than the City without the City's express written consent.
- 7.4. The obligations contained in this section shall survive the termination or expiration of any relationship between the parties into perpetuity.
- 7.5. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.6. The City reserves the right to use any work product prepared under this Contract regardless of whether the Contract is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

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## 8. KEY INDIVIDUALS AND ASSOCIATES

- 8.1. Should Contractor fail to provide at least the staffing mutually agreed upon by the City and Contractor during the term of the Contract, the City will have the right, in addition to any other right set forth herein, to prospectively renegotiate fees in light of any staffing deficiency.
- 8.2. Contractor may allocate suitable associates with appropriate levels of experience and seniority to provide the Goods. The composition of Contractor's team assigned to the City and the allocation of their work time will comply with the specifications set forth in the relevant scopes of work.
- 8.3. Contractor will appoint specifically named key individuals to be actively involved in the provision of the Goods. Should any key individual leave Contractor's employment or cease to be involved in the provision of Goods for any reason Contractor will consult the City and, subject to the City's written approval, appoint a suitable replacement. Any such change in the key individuals will occur with full and timely transfer of know-how at Contractor's sole expense.

## 9. TERMINATION

- 9.1. The City may terminate this Contract upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Contract only if the City substantially fails to perform in accordance with Section 3 of this Contract regarding payment for Goods. Prior to Contractor terminating this Contract, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Contract.
- 9.2. Not applicable.
- 9.3. The City may immediately cancel this Contract on notice to Contractor if the City receives information that any work under this Contract conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

## 10. INSURANCE AND RISK MANAGEMENT

- 10.1. The parties agree that Contractor, its agents, officers, and employees, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 10.2. Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission

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or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Contract. This provision shall survive the expiration or termination of this Contract.

- 10.3. Contractor shall not commence work until the City has received evidence of the insurance policies and/or coverages required in this section and approved the same.
- 10.4. Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

- 10.4.1. Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

|             |                                                                           |
|-------------|---------------------------------------------------------------------------|
| \$3,000,000 | General Aggregate                                                         |
| \$1,000,000 | Each Claim - combined single limit for bodily injury and property damage. |

- 10.4.2. Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.
- 10.4.3. Products liability insurance in the amount of \$1,000,000 in the general aggregate.
- 10.4.4. Warranty and Indemnity Insurance (or Representations and Warranties Insurance) in the amount of \$1,000,000 in the general aggregate.
- 10.5. Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.
- 10.6. Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Contract as evidence of the insurance coverage.
- 10.7. The scope of coverage and deductible shall be shown on the certificate of insurance.
- 10.8. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

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- 10.9. Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 10.10. Contractor shall notify the City in writing of any material change in insurance coverage.
- 10.11. Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 10.11.1. For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
  - 10.11.2. For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
  - 10.11.3. Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
  - 10.11.4. The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- 10.12. Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
- 10.13. Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Contract.
- 10.14. If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.
- 10.15. Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Contract.
- 10.16. Contractor's insurances shall be primary in any suit by a third-party that names both the City and Contractor as defendants to an action.
- 10.17. Contractor waives and releases the City from any and all claims and liability or responsibility with respect to any losses covered by Contractor's insurance, including losses arising out of the inability to conduct business. Contractor agrees that its

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insurance companies shall have no right of subrogation against the City on account of this release.

## 11. MISCELLANEOUS

- 11.1. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
- 11.2. Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.
- 11.3. Contractor certifies compliance with providing a drug-free workplace.
- 11.4. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11.5. Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Contract, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

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- 11.7. Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Contract and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Contract without such consent in writing of the City.
- 11.8. Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Contract page.
- 11.8.1. Notice served upon the City shall be delivered to:
- City of Newburgh  
attn.: City Manager  
83 Broadway  
Newburgh, New York 12550
- 11.8.2. Notice served upon Contractor shall be delivered to:
- Lady Liberty Equipment LLC  
attn: Morgan Underwood  
1746 Butler Pike  
P.O. Box 102  
Grove City, PA 16127
- 11.9. In the event of any claims made or any actions brought against the City in connection with the Contract, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 11.10. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Contract. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 11.11. This Contract shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 11.12. This Contract constitutes the entire Contract between the parties with respect to the subject matter hereof and supersedes all other prior Contracts and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any

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changes to this Contract may be amended by mutual consent of the parties hereto in writing.

11.13. This Contract may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11.14. In the event that any provision of this Contract is held to be unenforceable under applicable law, this Contract will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

## 12. CERTIFICATION FOR FEDERAL OR STATE AID CONTRACTS (IF APPLICABLE)

12.1. Should this Contract, or any portion thereof, be funded with federal or state aid, Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:

12.1.1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government, in connection with the award of any federal or state contract, the making of any federal or state grant, the making of any federal or state loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.

12.1.2. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal or state agency, an elected member of federal or state government, an officer or employee of an elected member of federal or state government in connection with this contract, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.1.3. The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

12.1.3.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or state agency;

12.1.3.2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency within the past three years;

12.1.3.3. Does not have a proposed debarment pending; and

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12.1.3.4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

DRAFT

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

DATED: \_\_\_\_\_, 2025

CITY OF NEWBURGH

By: \_\_\_\_\_

Name: Todd Venning

Title: City Manager / CEO

DATED: \_\_\_\_\_, 2025

LADY LIBERTY EQUIPMENT LLC

By: \_\_\_\_\_

Name: Morgan Underwood

Title: Managing Member

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Acknowledgment Page  
Contract for Trench Roller/Compactor  
City of Newburgh with Lady Liberty Equipment LLC

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

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

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
                                          ) ss.:  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
[Schedules to Follow]

# Schedule A

## 2. Specifications: Trench Roller (Compactor)

### Wacker Neuson RTD-SC4 Standard



**WACKER  
NEUSON**  
*all it takes!*

### RTD-SC4 Standard Trench Roller

#### New Look; Proven Compaction

The RT trench roller with the SC4 remote control provides proven compaction performance with greater serviceability, durability, and a best-in-class operator experience. With greater access to hydraulic components and fewer parts, the RT trench roller offers high reliability and a lower cost of ownership. The intuitive remote control with an LED display puts the data and controls in the operator's hands, eliminating the need to enter trenches, which enhances worksite safety.

#### Highlights

- Service Accessibility
- Worksite Safety
- Patent Pending Return to Center
- All-in-One Personal Remote Control
- Tip Over Protection

#### Technical Data

##### Mechanical - Output Details

|                      |               |
|----------------------|---------------|
| Travel speed         | 0.8 - 1.7 m/H |
| Frequency Level 1 Hz | 42.0 Hz       |

##### Mechanical Details

|                  |            |
|------------------|------------|
| Length           | 75.5 "     |
| Width            | 32.3 "     |
| Height           | 51.2 "     |
| Operating weight | 3,209.9 lb |
| Drum width       | 10.9 "     |

##### Engine

|                      |               |
|----------------------|---------------|
| Nominal Engine speed | 3,000.0 1/min |
|----------------------|---------------|

|                     |        |
|---------------------|--------|
| Engine Manufacturer | Kohler |
|---------------------|--------|

##### Environment Data

|                 |             |
|-----------------|-------------|
| Sound level LpA | 109.0 dB(A) |
|-----------------|-------------|

##### Electrical System

|                              |                    |
|------------------------------|--------------------|
| Remote Control Range         | 98.4 Foot          |
| Remote Control Bat. Capacity | 12.0 h             |
| Recommended Battery Typ      | Ni-MH 7.2V/2000mAh |

##### Operating Fluids

|                    |            |
|--------------------|------------|
| Fuel Tank capacity | 9.5 gal US |
| Fuel consumption   | 0.7 GPH US |

### 3. Alternative (“Or Equal”)

- The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
- A contract, if awarded, may be on the basis of the equipment as described in the Specifications, and “or equal” items submitted by the bidder and accepted by the City.
- When submitting an “Or Equal” bid it must at least meet or exceed the Wacker Neuson RTD-SC4 Standard specifications.
- If submitting an alternative (“or equal”), the bidder must submit two (2) copies of brochures/catalogs, specifications, and any other pertinent information, with the bid.
- Bidder must submit support that the alternative (“or equal”) meets or exceeds Wacker Neuson RTD-SC4 Standard specifications.
- Determination as to whether an alternate is equal is the sole determination of the City.
- If an alternate is bid, the City reserves the right to request a demonstration of the specific model.

### 4. Bidder Qualifications

- Bidder represents that all equipment offered under this specification shall be new.
- Vendor is to provide all operation manuals for trench roller (compactor).
- All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the vendor. All parts shall conform in strength, quality, and workmanship to the accepted standards of the industry.
- All equipment and parts provided shall meet or exceed all Federal and State of NY laws, regulations, and standards in effect and applicable to equipment furnished at the time of manufacture.
- The following shall be considered the minimum requirements to qualify for Bidding:
  1. Be an established business, registered to do business in the State of New York.
  2. Must be doing business with or have done business within the past 2 years with at least one (1) other municipality providing similar equipment of equal or greater value.

3. If submitting a bid for an alternative (“or equal”) to the Trench Roller as described in specifications the bidder shall submit support that the alternative (“or equal”) meets or exceeds Wacker Neuson RTD-SC4 Standard specifications.
4. The bidder will make known and support any product warranties included in the final bid.

## 5. Insurance Requirements

- The selected vendor must provide proof of required insurances.
- The selected vendor shall be required to obtain, at vendor’s sole cost and expense, the types and amounts determined by the City in its sole discretion, including but not limited to those set forth in the City’s Goods Contract.
- The selected vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

13. Submittal Form A

INVITATION FOR BIDS (IFB) #13.25  
TRENCH ROLLER (COMPACTOR)  
FOR THE  
CITY OF NEWBURGH, NEW YORK

I (We) hereby submit the following **Total Bid** for consideration by the City of Newburgh.

The City of Newburgh is Tax Exempt.

\*TOTAL Bid (\$): 33,850.00

\*The Total Bid will be for the complete (all inclusive) purchase price for the Trench Roller, delivery, warranties, etc.

Is this an alternative ("or equal") to the Trench Roller as described in specifications? no

Will the product be available upon agreement signing? If not describe availability.

The current lead time for this unit is 3-4 weeks mlu

**COMPANY NAME:**

Lady Liberty Equipment LLC

**COMPANY ADDRESS:**

1746 Butler Pike, Grove City, PA 16127

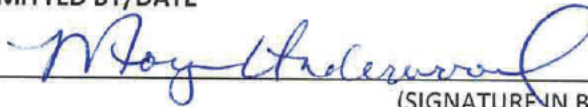
PHONE NO.



EMAIL ADDRESS



**SUBMITTED BY/DATE**

 10/7/25  
(SIGNATURE IN BLUE INK)

## Kohler Warranty

### Diesel Engines

#### DIESEL ENGINES GLOBAL WARRANTY TERMS

##### 1. WARRANTY PERIOD

Discovery Energy, LLC warrants to the End User that each Diesel engine will be free from manufacturing defects in materials or workmanship in normal service for the applicable coverage period or operating hours (whichever comes first) set forth below, provided the engine is operated and maintained in accordance with Discovery Energy, LLC's instructions and manuals.

##### ENGINE SERIES WARRANTY PERIOD OPERATING HOURS WARRANTY COVERAGE

Rehiko Diesel (KDI excl.) 3 Years 0 – 2.000 hours 100% Parts & Labor

KDI 3 Years 0 – 2.000 hours 100% Parts & Labor

2.001 – 6.000 hours 100% Parts\*

\*Major component defects are failures related to crankcase casting, cylinder head casting, crankshaft, crankshaft pulley, camshaft, connecting rod, flywheel, oil pump.

Lombardini Diesel 2 Years 0 – 2.000 hours 100% Parts & Labor

For the Warranty Period stated above, the period begins on the date of purchase of the finished equipment on which the engine is installed. If no hour meter is installed on the application, the Operating Hours will be calculated as 4 hours of use per day for 5 days per week beginning on the date of purchase.

Discovery Energy, LLC's obligation under this warranty is expressly limited, at its option, to an appropriate adjustment, repair or replacement of such part or parts as found to be defective following an inspection by Discovery Energy, LLC or an authorized service facility designated by Discovery Energy, LLC.

##### SPARE PARTS WARRANTY PERIOD OPERATING HOURS WARRANTY COVERAGE

Discovery Energy, LLC and Lombardini

Diesel Parts 2 Years 0 – 2.000 100% Parts & Labor

Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under Discovery Energy, LLC's warranty from date of purchase of the part up to the first scheduled replacement point for the subject parts/ components.

All other Spare Parts items are covered by the above warranty provided that the repairs have been executed by Discovery Energy, LLC or by an Authorized Service Dealer.

##### 2. EXCLUSIONS

The following items are not covered by this warranty.

Damage caused by: (i) an accident or casualty; (ii) unreasonable use or neglect; (iii) normal wear; (iv) premature wear from improper maintenance; (v) improper storage; (vi) old or contaminated fuel left within the fuel system, which includes but is not limited to tanks, fuel lines, or fuel injection components; (vii) unapproved modifications.

Failures caused by: (i) faulty repairs made by any party other than Discovery Energy, LLC or an authorized service facility designated by Discovery Energy, LLC; (ii) use of non-Rehiko replacement service parts; or (iii) additional damages caused by a lack of prescribed actions as a result of an alarm light activation, either caused by fault or negligence or unattended use of the engine; (iv) an act beyond the control of Discovery Energy, LLC, which includes but is not limited to theft, vandalism, fire, lightning, earthquake, windstorm, hail, volcanic eruption, flood or tornado. Transportation charges or travel expenses in connection with the repair or replacement of defective parts on the engine.

Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Discovery Energy, LLC.

Engines installed in an application not formally reviewed by Rehiko.

Rental of other equipment during performance of warranty repairs. All items subject to wear and to periodical maintenance such as listed in the Use & Maintenance Manual (such as air, oil or fuel filters, belts etc.) are warranted for a period equal to the prescribed interval of replacement as listed in the Manual.

Fuel, lubricating oil, coolant/antifreeze.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. Discovery Energy, LLC. MAKES NO OTHER EXPRESS WARRANTY, NOR IS ANYONE AUTHORIZED TO MAKE ANY ON Discovery Energy, LLC'S BEHALF. Discovery Energy, LLC AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

### 3. TO OBTAIN WARRANTY SERVICE

The repair shall be executed by a REHIKO Authorized Service Dealer designated by Discovery Energy, LLC.

#### USA & CANADA:

List of Authorized dealers can be found by visiting [www.kohlerengines.com](http://www.kohlerengines.com) or telephone 1-800-544-2444 (U.S.A. and Canada) ENGINE DIVISION, Discovery Energy, LLC, Kohler Wisconsin

#### EUROPE, MIDDLE EAST, AND ASIA:

List of Authorized dealers can be found by visiting <https://www.engines.rehiko.com/dealers>

#### CHINA AND ASIA PACIFIC:

List of Authorized dealers can be found by visiting <https://www.engines.rehiko.com/dealers>

#### CENTRAL AND SOUTH AMERICA:

List of Authorized dealers can be found by visiting <https://www.engines.rehiko.com/dealers>

#### INDIA:

List of Authorized dealers can be found by visiting <https://www.engines.rehiko.com/dealers>

Note: Specific Warranty Terms and conditions do apply to engines directly sold in India.

### 4. OWNER'S WARRANTY RESPONSIBILITIES

1. As the off-road engine owner, you are responsible for the performance of the required maintenance listed in your Use & Maintenance Manual. Discovery Energy, LLC . recommends that you retain all receipts covering maintenance on your off-road & marine engine, but Discovery Energy, LLC cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance or fall scheduled maintenance.

2. As the off-road & marine engine owner, you should however be aware that Discovery Energy, LLC may deny you warranty coverage if your off-road & marine engine or a part shows signs of malfunction or failed due to abuse, neglect, improper maintenance or unapproved modifications.

3. Your engine is designed to operate on diesel fuel only. Diesel fuel and all other fluids used shall comply with the recommendation listed in the Use & Maintenance Manual. Use of any other fuel or fluids may result in your engine breakage, premature wear or no longer operating in compliance with the California & US EPA emissions requirements.

4. You are responsible for initiating the warranty process. The ARB & US EPA suggest that you present your off-road & Marine engine to a Kohler Co. dealer as soon as a problem exists. The warranty repairs should be completed by the dealers expeditiously as possible.

## 5. COVERAGE

Kohler Co. will repair or replace emission control system parts, components and sub-assemblies found to be defective with respect to materials or workmanship at no cost to you including engine exhaust system related diagnosis, labor and parts, provided that no un-authorized modification of any kind has been executed on the engine, and its parts, components and sub-assemblies.

The choice and responsibility of the decision to repair or replace an emission control system defect will be solely that of Discovery Energy, LLC. Emission control system parts/ components covered by the Federal and California Emission Control Systems Limited Warranty are listed below

- Fuel injector(s)
- Injection pump(s)
- Exhaust manifold
- Intake manifold
- Exhaust gas recirculation (EGR) tube
- Crankcase ventilation valve - Electronic control unit (ECU) if equipped
- Sensors associated with ECU operation
- Emission control information labels
- Turbocharger (if equipped)
- Fuel limiting device
- Aftertreatment Systems if equipped and other components when present

Parts/components that are scheduled to be replaced as part of the required maintenance schedule will be covered under the warranty provisions for a period of time up to the first scheduled replacement point for the subject parts/ components. Subsequent damage to other engine components as a direct result of a warrantable failure an exhaust emission part/ component will be covered under the warranty provisions described herein.

## 6. MAINTENANCE AND REPAIR REQUIREMENTS

THE OWNER IS RESPONSIBLE FOR THE PROPER USE AND MAINTENANCE OF THE ENGINE. Discovery Energy, LLC . RECOMMENDS THAT ALL RECEIPTS AND RECORDS COVERING THE PERFORMANCE OF REGULAR MAINTENANCE BE RETAINED IN CASE QUESTIONS ARISE. IF THE ENGINE IS RESOLD DURING THE WARRANTY PERIOD, THE MAINTENANCE RECORDS SHOULD BE TRANSFERRED TO EACH SUBSEQUENT OWNER. Discovery Energy, LLC MAY NOT DENY WARRANTY REPAIRS SOLELY BECAUSE OF THE LACK OF REPAIR, MAINTENANCE OR FAILURE TO KEEP MAINTENANCE RECORDS. NORMAL MAINTENANCE, REPLACEMENT OR REPAIR OF EMISSION CONTROL DEVICES AND SYSTEMS MAY BE PERFORMED BY ANY REPAIR ESTABLISHMENT OR INDIVIDUAL; HOWEVER, WARRANTY REPAIRS MUST BE PERFORMED BY A KOHLER AUTHORIZED SERVICE CENTER.

#### 7.CALIFORNIA AND FEDERAL EMISSION CONTROLWARRANTY STATEMENT, OFF-ROAD & MARINE DIESEL ENGINES (USA ONLY)

THE CALIFORNIA AIR RESOURCES BOARD (CARB), U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), AND Discovery Energy, LLC ARE PLEASED TO EXPLAIN THE EMISSION CONTROL SYSTEM WARRANTY ON YOUR [CURRENT MODEL YEAR – {2+ CURRENT MODEL YEAR}] OFF-ROAD COMPRESSION IGNITION AND MARINE (DIESEL) ENGINE. In CALIFORNIA ("THE STATE") and US EPA REGULATED REGION, NEW HEAVY-DUTY OFF-ROAD & MARINE ENGINES MUST BE DESIGNED, BUILT AND EQUIPPED TO MEET THE STATE'S AND US EPA ANTI-SMOG STANDARDS. THE WARRANTY PERIOD SHALL BEGIN ON THE DATE THE ENGINE OR EQUIPMENT IS DELIVERED TO AN ULTIMATE PURCHASER. Discovery Energy, LLC MUST WARRANT THE EMISSION CONTROL SYSTEM ON YOUR ENGINE FOR THE PERIODS OF TIME LISTED IN THE SECTION BELOW, PROVIDED THERE HAS BEEN NO ABUSE, NEGLECT OR IMPROPER MAINTENANCE OF YOUR ENGINE.

YOUR EMISSION CONTROL SYSTEM MAY INCLUDE PARTS SUCH AS THE FUEL INJECTION SYSTEM AND THE AIR-INDUCTION SYSTEM. ALSO INCLUDED MAYBE HOSES, BELTS, CONNECTORS AND OTHER EMISSION RELATED ASSEMBLIES.

WHEN A WARRANTABLE CONDITION EXISTS, Discovery Energy, LLC WILL REPAIR YOUR HEAVY-DUTY OFF-ROAD & MARINE ENGINE AT NO COST TO YOU INCLUDING DIAGNOSIS, PARTS AND LABOR.

THE OWNER SHALL NOT BE CHARGED FOR DIAGNOSTIC LABOR THAT LEADS TO THE DETERMINATION THAT A WARRANTED PART IS IN FACT DEFECTIVE, PROVIDED THAT SUCH DIAGNOSTIC WORK IS PERFORMED AT A WARRANTY STATION.

#### MANUFACTURER'S WARRANTY COVERAGE:

THE [CURRENT MODEL YEAR – {2+ CURRENT MODEL YEAR}] HEAVY-DUTY OFF-ROAD & MARINE ENGINES ARE WARRANTED FOR THE PERIODS LISTED BELOW. IF ANY EMISSION-RELATED PART ON YOUR ENGINE IS DEFECTIVE, THE PART WILL BE REPAIRED OR REPLACED BY Discovery Energy, LLC

Variable speed or constant speed kW <19 Any speed 1,500 hours or two years, whichever comes first.

Constant speed  $19 \leq \text{kW} < 37$  3,000 rpm or higher 1,500 hours or two years, whichever comes first.

Constant speed  $19 \leq \text{kW} < 37$  Less than 3,000 rpm 3,000 hours or five years, whichever comes first.

Variable speed  $19 \leq \text{kW} < 37$  Any speed 3,000 hours or five years, whichever comes first.

Variable speed kW  $\geq 37$  Any speed 3,000 hours or five years, whichever comes first.

## Marine Diesel Engine

### Engine Power Warranty Period

$kW < 19$  1,500 hours or 2.5 years, whichever comes first.

$19 \leq kW < 37$  2,500 hours or 3.5 years, whichever comes first.

$37 \leq kW < 75$  5,000 hours or 5 years, whichever comes first.

|      |     |
|------|-----|
|      | 022 |
| 1.19 |     |

**Light Construction  
Equipment Distributor  
Warranty Policy**



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## **PREFACE**

This warranty policy ("Policy") covers Light Equipment products manufactured and/or sold by Wacker Neuson Corporation and its subsidiaries ("Wacker Neuson"). Compact Equipment and Climate Control Products will have detailed policies separate from this one.

## **DISTRIBUTOR WARRANTY RESPONSIBILITIES**

This Policy is to be used as a guide in determining warranty coverage and claim procedures for all Wacker Neuson Light Construction Equipment ("Equipment"). Refer to this Policy when deciding whether a warranty claim may be justified and utilize it as a procedural guide for validity when completing warranty claims.

Warranty repair is the responsibility of all authorized Wacker Neuson Distributors ("Distributors"). Credit for accepted warranty repairs will only be given after the receipt by Wacker Neuson of Distributor's properly completed Wacker Neuson warranty claim. Warranty claim submittal requirements are described later in this Policy.

Distributor's warranty responsibility begins upon first receipt of new Equipment from Wacker Neuson. Each Distributor is responsible for inspecting Equipment for damage upon receipt; damage incurred during transit should be noted with the shipper prior to accepting the Equipment. The cost to repair damages incurred during transit will be settled between the receiving Distributor and the shipper. Damages incurred during transit will not be covered under the exclusive warranties and remedies contained in this Policy.

Distributors shall store new Equipment as is necessary to prevent deterioration, environmental damage or other damage and shall take such steps as are necessary to keep Equipment in sellable condition, and to prepare Equipment for delivery to the end-user upon sale or assignment to their rental fleet. Such steps may include, by way of example, without limitation, storage of the equipment indoors, covered, or otherwise protected with proper preventative coatings or sealants and maintenance of batteries so as to avoid discharge and/or sulfation.

Before transferring Equipment to the end-user, Distributors shall review the Operator Manual with the end-user and review the preventive maintenance schedule, basic operation of the Equipment, and the warranty coverage. The end-user must be informed that only an authorized Wacker Neuson Distributor can perform any warranty repair and that only Wacker Neuson parts may be used.

Distributor shall repair and file a warranty claim with Wacker Neuson once the Distributor determines that the repair is covered by this Policy. The Distributor should order the parts from Wacker Neuson as required to facilitate the repair. Upon receipt of the parts, Distributor should make the repair and test the Equipment. Upon completion of repair, the Distributor shall then submit a warranty claim to Wacker Neuson for final determination as to whether the repair falls within the guidelines of this Policy. Warranty claims shall include the serial number, supporting documentation, photos, and any other required field in the online claim submission portal. Defective parts must be held by the Distributor until they receive either an RGA (Return Goods Authorization) number or 90 days from completion of the repair.

Conditions which would require preapproval and an authorization number from a Wacker Neuson warranty representative:

- (a) Any repair which parts and labor are estimated to be greater than or equal to 50% of the dealers net price of the machine.
- (b) Any use of 3<sup>rd</sup> party contract maintenance and/or service providers.

## **STANDARD WARRANTIES**

Wacker Neuson warrants that all new Equipment will be free from defects in materials and workmanship, under normal use and service, for the applicable coverage period(s) listed in the "STANDARD WARRANTIES COVERAGE PERIOD" below. The coverage period start date is the earlier of (A) the date of sale of Equipment to the first end user, (B) assignment of the Equipment into a rental, re-rent or demo fleet or (C) twenty four (24) months after the date Wacker Neuson invoices the Distributor for the Equipment, whichever event hereof occurs first. Equipment placed into the Distributor Floor Plan program must remain in new condition. For further detail on allotted hours please refer to the current Distributor Sales Policy. **Engines and engine components (including the emissions system) are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distributors or service centers.**

Wacker Neuson warrants that any Light Equipment purchased out of Wacker Neuson's demonstration inventory will be free from defects in materials and workmanship, under normal use and service, for a period of six (6) months from the date of sale, or the remainder of the standard Wacker Neuson new Equipment warranty described below starting from the date of first sale out of Wacker Neuson demonstration fleet, whichever period is greater. Sale of demonstration Equipment is not considered as a sale of new Equipment for warranty purposes unless otherwise agreed to by authorized employees of Wacker Neuson.

Equipment purchased through auctions do not qualify for any warranties under this Policy and are purchased “as is”.

If within the applicable warranty period, any Equipment shall be proved to Wacker Neuson's satisfaction to be in need of other than routine service and/or preventative maintenance, such Equipment shall be repaired or replaced only within the guidelines of this Policy.

**WACKER NEUSON'S SOLE OBLIGATION FOR VALID WARRANTY CLAIMS SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT BY WACKER NEUSON OR A WACKER NEUSON AUTHORIZED DISTRIBUTOR, AT WACKER NEUSON DISCRETION, WHICH SHALL BE THE END-USER'S EXCLUSIVE REMEDY HEREUNDER**

Only duly authorized personnel of Wacker Neuson can approve warranty claims or modify this Policy, in writing, in any manner.

**THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE** and shall not be deemed to have failed of its or their essential purpose as long as Wacker Neuson or its authorized Distributor is willing and able to repair or replace the Equipment in question within a reasonable time after the end-user proves to Wacker Neuson that a valid warranty claim exists.

#### **STANDARD WARRANTY COVERAGE PERIOD**

|                                      |                                                              |                           | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|--------------------------------------|--------------------------------------------------------------|---------------------------|--------|--------|--------|--------|--------|
| <u>Type of Equipment</u>             |                                                              |                           |        |        |        |        |        |
| COMPACTION EQUIPMENT                 | Rollers                                                      | Ride On                   | X      |        |        |        |        |
|                                      |                                                              | Walk Behind               | X      |        |        |        |        |
|                                      |                                                              | Pro Rollers               | X      |        |        |        |        |
|                                      |                                                              | RTX SC2 &SC3 <sup>1</sup> |        |        |        |        | X      |
|                                      | Vibratory Plates                                             | Single Direction (WP, VP) | X      |        |        |        |        |
|                                      |                                                              | Reversible Direction*     |        |        |        |        | X      |
|                                      | Vibratory Rammers (effective March 2014) <sup>2</sup>        |                           |        |        | X      |        |        |
| CONCRETE EQUIPMENT                   | Backpack and Pole Vibrators                                  |                           | X      |        |        |        |        |
|                                      | Concrete Screeds (truss & wet)                               |                           | X      |        |        |        |        |
|                                      | Converters for External Vibration Equipment                  |                           | X      |        |        |        |        |
|                                      | Modular Internal & External Concrete Consolidation Equipment | M1500 Motor               |        | X      |        |        |        |
|                                      |                                                              | M2500 Motor               |        | X      |        |        |        |
|                                      |                                                              | All Other Equipment       | X      |        |        |        |        |
|                                      | Trowels                                                      | Walk Behind               |        | X      |        |        |        |
|                                      |                                                              | Ride On                   |        | X      |        |        |        |
| IRFU Internal Vibrators <sup>3</sup> |                                                              |                           |        | X      |        |        |        |
| GENERATORS & LIGHT TOWERS            | Mobile Generators (4 years on Basler control panel)          |                           |        | X      |        |        |        |
|                                      | GP, GPS, & GV Portable Generators                            |                           |        |        | X      |        |        |
|                                      | GPSi Inverter Type Generator                                 |                           |        |        |        |        | X      |
|                                      | Light Towers                                                 |                           |        | X      |        |        |        |
|                                      | Light Balloons                                               |                           | X      |        |        |        |        |

\* For machines sold after March 9, 2016.

|                                                                                                                                                                         |                                                               | Year 1                      | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------|--------|--------|--------|--------|
| <b>PUMPS</b>                                                                                                                                                            | Diaphragm Pumps                                               |                             | X      |        |        |        |
|                                                                                                                                                                         | Electric Submersible Pumps                                    |                             | X      |        |        |        |
|                                                                                                                                                                         | Diesel powered APT Pumps (or 3,000 hours, whichever is first) |                             | X      |        |        |        |
|                                                                                                                                                                         | Remaining Trash and Dewatering Pumps                          | X                           |        |        |        |        |
| <b>BREAKERS</b>                                                                                                                                                         | Gasoline Powered Breakers                                     | X                           |        |        |        |        |
|                                                                                                                                                                         | Electric Breakers                                             | EH65 and EH75 <sup>3</sup>  |        | X      |        |        |
|                                                                                                                                                                         |                                                               | All other electric breakers | X      |        |        |        |
| <b>SAWS</b>                                                                                                                                                             | Cut Off Saws (Handheld)                                       | X                           |        |        |        |        |
|                                                                                                                                                                         | Walk Behind Floor Saws                                        | X                           |        |        |        |        |
| Batteries and Hydraulic Hoses covered at 100% parts and labor during the first 12 months of warranty period.                                                            |                                                               |                             |        |        |        |        |
| Spare parts are warranted for six (6) months from the date of sale to end user or the remainder of the machine standard warranty coverage period, whichever is greater. |                                                               |                             |        |        |        |        |

#### **WARRANTY LIMITATIONS**

A. The above warranties do not apply in the following cases:

- Use of non-OEM Wacker Neuson parts, components and/or use of non-authorized/approved accessories. Use of non-OEM Wacker Neuson parts, components and/or non-authorized/approved accessories must be pre-authorized in writing by a Wacker Neuson Warranty representative.
- Performance of repairs by anyone who is not an authorized Distributor of Wacker Neuson. Wacker Neuson at its sole discretion may require the performance of warranty repairs to be performed by certified trained technicians.

**In the above cases warranties may be partially or completely voided, at Wacker Neuson's sole discretion.**

B. The above warranties will be voided if tamper proof seals on specific components are broken or removed.

C. The above warranties do not apply to failures in Equipment, replacement parts, components, attachments, or batteries and hydraulic hoses resulting from:

- Unauthorized or improper use, operation, maintenance, alteration or modification, except as directed in writing by authorized Wacker Neuson personnel.
- End-user's or any third party's negligence.
- Use of improper fluids and/or oils.
- Connection and/or operation of electrical equipment at voltages other than the range specified for the unit (includes damages cause by low/high supply voltage).
- Any natural disaster, acts of nature, or other external factors such as but not limited to flood, wind, fire, or lightning.
- Damage due to shipping, transport, or handling.
- Storage conditions and/or environmental damage in a corrosive atmosphere, or otherwise in contact with corrosive materials.
- Accident, neglect, or unreasonable use or operation of the equipment.
- Operation of equipment with components which do not match or meet the specifications recommended by Wacker Neuson.
- Any other act, omission, or circumstance beyond Wacker Neuson's reasonable control.

- k) Required exhaust system regeneration or issues with exhaust after-treatment system.
  - l) Technician travel time and/or mileage, towing, or transport costs, machine downtime, or cost of loaner/replacement equipment.
- D. The above warranties also do not apply to engines, engine components or motors (including the emissions system), which are warranted solely through the engine manufacturers' authorized distribution network or associated authorized service centers, and any warranty repairs of engines must be performed by such engine manufacturer's authorized distribution or service centers.
- E. The above warranties do not apply to accessories or maintenance items such as, but not limited to,; filters, V-belts, lubricants, fluids, paints, tires, brake linings, light bulbs, spark plugs, filters, bellows, pump diaphragms, mechanical seals, shock mounts, or items deemed as maintenance items by Wacker Neuson or any other parts not directly manufactured by Wacker Neuson unless outlined elsewhere in this Policy.

### **RIGHT TO MAKE CHANGES**

Wacker Neuson reserves the right to change or update the design of any part of the Equipment at any time. Wacker Neuson has sole discretion of providing any change or update to any previously ordered, sold, or shipped Equipment.

### **DISCLAIMER OF OTHER WARRANTIES**

THE ABOVE WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, EACH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY WACKER NEUSON, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE AND NONINFRINGEMENT.

The Extended Service Protection Plans, **ESPP**, are offered and administered by EPG Insurance Inc. in the U.S. and Protection Point Services in Canada. For questions or to submit a claim, parties can be contacted at 1-866-408-2881 (US) or 1-888-952-5511 (Canada).

### **DISCLAIMER OF OTHER LIABILITIES**

Wacker Neuson sole responsibility with respect to breach of the above warranties shall be as provided in the section titled "STANDARD WARRANTIES" above.

WACKER NEUSON SHALL NOT BE SUBJECT TO AND HEREBY DISCLAIMS (EVEN IF WACKER NEUSON HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME): (A) ANY OBLIGATIONS OR LIABILITIES ARISING FROM BREACH OF THE ABOVE WARRANTIES; OTHER THAN THE EXCLUSIVE REMEDIES EXPRESSLY SET FORTH THEREIN; (B) ANY OBLIGATIONS OR LIABILITIES ARISING FROM TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD BY WACKER NEUSON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ANY AND ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, CONTINGENT, SPECULATIVE AND SIMILAR DAMAGES

Without limiting the generality of the foregoing, Wacker Neuson specifically disclaims any liability for penalties (including administrative penalties), lost profits or revenues, loss of use of Equipment or associated material, cost of capital, facilities or services, downtime, shut-down or slowdown, spoilage of material, or any other type of economic loss.

## **ADDITIONAL TERMS AND CONDITIONS**

### **ENGINE WARRANTY**

See the specific engine manufacturer's documentation for warranty details. **Engines used are warranted solely through their respective manufacturer and/or its authorized distributor network and service centers.** If an engine vendor is not available, contact Wacker Neuson for advice.

Although Wacker Neuson offers certain engine components for sale this by no means guarantees such parts are covered by this Policy or the manufacturer's warranty. Such parts are offered as a convenience to our customers for non-warranty repairs and are not for repair of engines still covered under the manufacturer's warranty.

### **PART AVAILABILITY**

All parts for warranty repairs must be purchased from Wacker Neuson unless advised otherwise by an authorized representative of Wacker Neuson Product Support. If a Distributor does not have one or more of the parts required to complete the warranty repair, they will have to order them from Wacker Neuson through the normal established procedures. Parts used for a warranty repair not purchased from or authorized by Wacker Neuson will void the warranty and not be eligible for reimbursement.

Wacker Neuson will not send parts to end-users for warranty repairs and will not reimburse extra shipping or minimum order charges for emergency part orders.

Once the repair is completed, the Distributor must electronically submit the warranty claim to Wacker Neuson. Reimbursement for warranty parts will be paid at the net price of the part. Warranty claims must be submitted electronically via the Distributor Web Portal

### **UNSATISFACTORY WARRANTY REPAIR SERVICES**

Service work performed under warranty which does not satisfactorily repair the Equipment due to poor workmanship or improper initial diagnosis and which requires subsequent repair will be the sole responsibility of the Distributor. Wacker Neuson will not reimburse for improper or repetitive repairs caused by failures in the service work.

Any third-party repairs must first be approved by an authorized representative of Wacker Neuson. Wacker Neuson will not provide reimbursement for costs associated with the use of third party service providers or hiring of personnel necessary to perform the repair properly.

### **SPECIALIZED TOOLS OR EQUIPMENT**

Wacker Neuson Distributors must have on-hand, any manuals, tools and specialized equipment required for repairs. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson. Any collateral damage occurring during the repair due to the incorrect or improper use of equipment or procedures will not be considered for warranty coverage or other reimbursement by Wacker Neuson.

### **EMISSION SYSTEM RELATED WARRANTY EXCLUSION**

The emissions system is not covered by the above warranties. Components of the emissions system warranty are outlined in the Engine Manufacturers owners & operations manual and/or the Operators manual for the machine. Refer to these documents for specifics on what is covered. If you are unable to locate the machine operators manual which came with your machine one can be obtained from the Distributors Web Portal. Engine manufacturers' manuals must be obtained from the manufacturer. The serial number of the machine will be required to obtain the correct manual.

Unauthorized modifications or alterations of emission related components shall void the above warranties.

Components covered under this section include up to the first scheduled maintenance, vary by manufacturer, and consult their specific information on coverage.

### **MAINTENANCE OF EMISSION SYSTEMS**

Follow the maintenance schedule listed in the Engine Operator's Manual for the Equipment. This schedule is based on the Equipment being used for its intended purpose under normal conditions. If operated under sustained high loads, light or under loading, in high temperatures or extremely dusty environments, more frequent service will be required. Regeneration of or maintenance to the exhaust after-treatment systems in these cases is not covered under this or the engine manufacturer's warranty.

### **ENVIRONMENTAL CONDITIONS**

Damage due to environmental conditions including but not limited to rusting, corrosion, electrical failures due to the environment machine is being operated in, coatings or failures deemed by Wacker Neuson being attributed to the operating environment will not be considered for warranty. Changing of fluids or filters for environmental conditions or for extreme environments/conditions is not covered by warranty.

## **FLAT RATE EXPLANATION**

"Flat Rate" is the maximum time for performing specific warranty repairs eligible for reimbursement by Wacker Neuson. Flat Rate was established using facilities and tools any Distributor should have available.

If a Distributor makes a repair which is not listed in the Flat Rate Schedule, they must enter a description of the work performed and actual repair time in the warranty claim. If the allowable Flat Rate is exceeded due to unforeseen circumstances, the Distributor should enter the actual time with an explanation of the cause(s) for the overage.

The Flat Rate Schedule is available upon request from Wacker Neuson Product Support Department.

WACKER Neuson Corporation  
Product Support Department  
N92 W15000 Anthony Ave.  
Menomonee Falls, WI 53051

E-mail - technical.support@wackerneuson.com  
Fax – 1-888-596-6579  
Phone – 1-800-770-0957

## **WARRANTY CLAIM SUBMITTAL INSTRUCTIONS**

All warranty claims must be submitted by the distributor through the distributor web portal. To submit claims on-line, the claimant must be a registered user and be signed into the website. If a User Login id and password has not been obtained, you may submit a request to [parts.support@wackerneuson.com](mailto:parts.support@wackerneuson.com) and a web account or direction will be provided.

Claimants must follow these steps when submitting a claim to ensure prompt processing and consideration for reimbursement:

- 1) Electronic claim forms must be filled out completely. Information which must be included is:
  - i) Equipment serial number.
  - ii) Equipment may require registration, this is used as the Date of First use.
  - iii) Date of failure or malfunction.
  - iv) The repair location, selected from the drop down.
  - v) Completion of error codes from drop downs.
  - vi) The error causal part (part that caused the failure).
  - vii) A detailed description of the failure. Supporting documentation/pictures can be uploaded to the claim upon submission.
    - Only one (1) failure per claim is allowed. Multiple issues cannot be submitted on a single claim.
  - viii) Labor time.
  - ix) Listing of Wacker Neuson parts used.
- 2) Claims are to be submitted within thirty (30) days after the repair has been completed.
- 3) All defective parts must be held until a warranty decision has been made or parts are requested for inspection by Wacker Neuson. Wacker Neuson reserves the right to have an employee or other agent or representative inspect the parts on-site to confirm warranty coverage. Do not return parts unless requested to do so by Wacker Neuson.
- 4) Upon Wacker Neuson approval of a warranty claim, credit will be issued as follows:
  - Parts: Net purchase price of original equipment spare parts purchased from Wacker Neuson.
  - Labor: Labor rate currently allowed by Wacker Neuson based upon the Flat Rate Schedule.
  - Travel time and mileage are not allowed for Light Equipment line.

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1. Any new RTX-SC2 or 3 Trench Roller sold after August 1, 2013 is covered by a 5-year warranty. On units with the Kohler engine originally installed in the unit for the first 3 years Wacker Neuson Distributors, who have a service department trained on Kohler diesel engines (via Kohler direct or through the Wacker Neuson certified Kohler engine training course) may complete the repair if they wish or work through the Kohler Engine Distributor network. In the fourth and fifth years the engine warranty is solely administered by Wacker Neuson and its Distributor network. If a Distributor does not feel they have the capabilities to repair the engine they can contact Wacker Neuson Product Support and request approval to use the Kohler engine Distributor network. Approval must be given in the fourth and fifth years for this exclusive Wacker Neuson warranty. In all cases the complete engine information, including model and serial number, must be included. Missing information will suspend the claim until received. This warranty is exclusive to Wacker Neuson Distributors in the USA and Canada. Units the Kubota engine installed, the Roller carries the 5 year warranty on the machine but the engine is solely warranted through the Kubota warranty authorized support network, Wacker Neuson does not authorize or administer warranty repairs to the Kubota engine.

2. Wacker Neuson WM80 and WM100 engines utilized on rammers are warranted through Wacker Neuson for a period of 3 years (spare part replacements for 1 year).

RESOLUTION NO.: 243 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT  
DONATIONS TO SUPPORT CITY OF NEWBURGH HOUSEHOLDS AFFECTED  
BY THE SUSPENSION OF FEDERAL FOOD ASSISTANCE PROGRAMS**

**WHEREAS**, the City of Newburgh has received and continues to receive donations to support City of Newburgh households affected by the suspension of federal food assistance programs; and

**WHEREAS**, the City Council has determined that accepting such donations is in the best interests of the City of Newburgh and the life, health, and safety of its residents;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept donations to support City of Newburgh households affected by the suspension of federal food assistance programs, with the particular thanks of this Council.

RESOLUTION NO.: 244 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND  
ACCEPT IF AWARDED A GRANT FROM  
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE  
UNDER THE 2025 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF  
\$9,500.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

**WHEREAS**, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2025 covering the period April 1, 2025 through August 31, 2027; and

**WHEREAS**, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

**WHEREAS**, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

**WHEREAS**, funding is requested for 10 vests at a total cost of \$9,500.00 and a fifty (50%) percent match in the amount of \$4,750.00 is to be paid out of Police funds A.3120.0417; and

**WHEREAS**, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2025 Bulletproof Vest Partnership in the amount of \$9,500.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 245 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR  
AND ACCEPT IF AWARDED NEW YORK STATE OFFICE OF CHILDREN AND  
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANTS AND  
YOUTH SPORTS AND EDUCATION PROGRAM GRANTS TO SUPPORT  
CITY OF NEWBURGH RECREATION DEPARTMENT PROGRAMS**

**WHEREAS**, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program and Youth Sports and Education Program; and

**WHEREAS**, the City of Newburgh wishes to apply for and accept if awarded grants from the New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program to support City of Newburgh Recreation Department programs in not to exceed amounts listed below as follows:

- 2026 Youth Sports Program - \$35,000.00
- 2026 Youth Enrichment Programs - \$35,000.00
- 2026 Summer Programs - \$20,000.00
- 2026 Community Special Events - \$20,000.00
- 2026 Learn to Swim - \$15,000.00

**WHEREAS**, no City matching funds are required; and

**WHEREAS**, this Council has determined that applying for and accepting said grants if awarded is in the best interests of the City of Newburgh and its youth;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program in an amount not to exceed \$125,000.00 requiring no City match for the 2026 Youth Sports Program, 2026 Youth Enrichment Programs, 2026 Summer Programs, 2026 Community Special Events, and 2026 Learn to Swim in the City of Newburgh; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute all necessary documents to receive and comply with the terms of such grants and to carry out the programs funded thereby.

RESOLUTION NO.: 246 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION RE-APPOINTING PATRICIA C. PHILLIPS AND APPOINTING  
PAUL ELLIS, MILLI ENCARNACION, MADISON HERMIDA AND DUANE RUTTER  
TO THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION**

**WHEREAS**, the City of Newburgh Arts and Cultural Commission has several vacancies;  
and

**WHEREAS**, the term of Patricia C. Phillips expired on July 9, 2025 and the incumbent member wishes to serve a new three-year term; and

**WHEREAS**, Paul Ellis, Milli Encarnacion, Madison Hermida and Duane Rutter have submitted applications to serve new three-year terms; the same being in the best interests of the City of Newburgh;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Patricia C. Phillips is hereby re-appointed to The Arts and Cultural Commission for a three (3) year term commencing on July 10, 2025 and ending on July 9, 2028; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that Paul Ellis, Milli Encarnacion, Madison Hermida and Duane Rutter are hereby appointed to The Arts and Cultural Commission each for a three (3) year term beginning on November 12, 2025 and ending on November 11, 2028.

RESOLUTION NO.: 247 - 2024

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION  
REGARDING THE FORECLOSURE OF TAX LIENS IN REM  
FOR THE YEAR 2022 RELATED TO PROPERTIES KNOWN AS  
269 LIBERTY STREET (SECTION 18, BLOCK 5, LOT 11)**

**WHEREAS**, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF007039-2022; and

**WHEREAS**, KICI Properties LLC, by and through its managing member Ivo Filipovo, filed an Answer to the tax foreclosure proceeding on October 6, 2025 with respect to property known as 269 Liberty Street (Section 18, Block 5, Lot 11); and

**WHEREAS**, the property owner indicated that it is prepared to withdraw its Answer and settle the action as it applies to the subject property; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the above-referenced properties from the List of Delinquent Taxes and remove said properties from the 2022 In Rem tax foreclosure action (Index Number EF007039-2022), as the amounts set forth below for each property, representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

| <u>Address</u>                                   | <u>Redemption Amount</u> |
|--------------------------------------------------|--------------------------|
| 269 Liberty Street (Section 18, Block 5, Lot 11) | \$17,915.72              |