



City of Newburgh
Council Work Session
Sesion de trabajo del Concejal
August 6, 2026
6:00 PM

Council Meeting Presentations / Presentaciones de la Reunion General

1. Hold a Public Hearing on the FY2025 Consolidated Annual Performance and Evaluation Report (CAPER) and Open a 15 Day Public Comment Period

There will be a public hearing on Monday, August 10, 2026, to receive comments from the public on the City of Newburgh Community Development Block Grant (CDBG) FY2025 Consolidated Annual Performance and Evaluation Report (CAPER)

Se llevará a cabo una audiencia pública el lunes 10 de agosto de 2026 para recibir comentarios del público sobre el Informe Consolidado Anual de Desempeño y Evaluación (CAPER) correspondiente al Año Fiscal 2025 del Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG) de la Ciudad de Newburgh

Work Session Presentations / Presentaciones de la Session de Trabajo

2. 1 Lafayette Project PILOT

Proyecto 1 Lafayette – Acuerdo PILOT (Pago en Lugar de Impuestos)

3. New York Civil Liberties Union FLOCK/ALPR

Unión de Libertades Civiles de Nueva York (NYCLU) – FLOCK/ALPR

Department of Public Works / Departamento de Obras Publicas

4. Tilcon NY, Inc. 2026 Paving Contract

Resolution authorizing a contract award to Tilcon NY, Inc. for comprehensive bituminous concrete in the amount of \$1,221,630.88

Resolución que autoriza la adjudicación de un contrato a Tilcon NY, Inc. para el suministro integral de concreto bituminoso, por un monto de \$1,221,630.88

Engineering / Ingeniería

5. PIN No. 8005.26 & 8758.75 Broadway Pedestrians & Traffic Signal Improvements Project - Change Order No. 5 Verde Construction

Resolution authorizing Change Order No. 5 to the construction contract with Verde Electric Maintenance Corporation in the Broadway Pedestrian and Traffic Signals Improvements Project (PIN #8005.26 and PIN#8758.75)

Resolución que autoriza la Orden de Cambio Núm. 5 al contrato de construcción con Verde Electric Maintenance Corporation para el Proyecto de Mejoras Peatonales y de Señales de Tráfico en Broadway (PIN núm. 8005.26 y PIN núm. 8758.75)

6. QUEST Proposal for Asbestos Testing at WWTP

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management services at the Wastewater Treatment Plant Maintenance Shop in an amount not to exceed \$5,881.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. para servicios de gestión de la remoción de asbestos en el Taller de Mantenimiento de la Planta de Tratamiento de Aguas Residuales, por un monto que no exceda de \$5,881.00

7. Silver Stream Dam Spillway Rehabilitation Project - Change Order No. 1 Remus Industries

Resolution authorizing Change Order No. 1 to the construction contract with Remus Industries, LLC for the construction of the Silver Stream Dam Spillway Improvements Project

Resolución que autoriza la Orden de Cambio Núm. 1 al contrato de construcción con Remus Industries, LLC para la ejecución del Proyecto de Mejoras del Aliviadero de la Presa Silver Stream

Finance / Finanzas

8. Contract Addendum with Shamrock Shows, Inc. for Concessions, Rides, and Games for International Festival 2026

Resolution authorizing the City Manager to execute a contract addendum with Shamrock Shows, Inc. for carnival rides, attractions, and concessions at the City of Newburgh's 37th Annual International Festival

Resolución que autoriza al Gerente de la Ciudad a ejecutar una adenda al contrato con Shamrock Shows, Inc. para juegos mecánicos, atracciones y concesiones en el Festival Internacional Anual número 37 de la Ciudad de Newburgh

9. Fireworks Proposal for the International Festival 2026

Resolution authorizing the City Manager to accept a proposal and execute a contract with July 4 Ever Fireworks, Inc. & Rocco Polifrone to provide a fireworks display at the City of Newburgh Annual International Festival for the amount of \$16,000.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con July 4 Ever Fireworks, Inc. y Rocco Polifrone para proporcionar un espectáculo de fuegos artificiales en el Festival Internacional Anual de la Ciudad de Newburgh, por un monto de \$16,000.00

10. Award of RFP No. 8.26 Municipal Financial Consulting Services

Resolution authorizing an agreement between the City of Newburgh and Capital Markets Advisors, LLC for professional financial consulting services to assist the City with the 2027 budget and related work

Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y Capital Markets Advisors, LLC para la prestación de servicios profesionales de consultoría financiera con el fin de asistir a la Ciudad en la preparación del presupuesto de 2027 y en trabajos relacionados

11. Update - 2025 Audit Corrective Action Plan

2025 Audit Corrective Action Plan

Plan de Acción Correctiva de la Auditoría de 2025

Water Department / Departamento de Agua

12. Solitude Lake Management contract - Algae and Aquatic Vegetation treatments of the Polly at Downing Park in 2026

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae and aquatic vegetation treatment at the Polly located in Downing Park at a cost of \$4,200.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales de tratamiento de algas y vegetación acuática en el estanque ubicado en Downing Park, por un costo de \$4,200.00

Planning and Economic Development / Planificación y Desarrollo Económico

13. 17 Johnston Street - Addendum to Site Development Agreement with The Newburgh Ministry, Inc.

Resolution authorizing the City Manager to execute a Third Addendum to a Site Development Agreement with The Newburgh Ministry, Inc. for the transfer and redevelopment of property located at 17 Johnson Street (Section 30, Block 1, Lot 21)

Resolución que autoriza al Gerente de la Ciudad a ejecutar una Tercera Adenda al Acuerdo de Desarrollo del Sitio con The Newburgh Ministry, Inc. para la transferencia y reurbanización de la propiedad ubicada en 17 Johnson Street (Sección 30, Bloque 1, Lote 21)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

14. Apply for and Accept if Awarded a NY KICKS Grant

Resolution authorizing the City Manager to apply for and accept if awarded an Empire State Development New York KICKS program grant not to exceed \$150,000.00 for the Delano-Hitch Recreation Park Rehabilitation Project

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa New York KICKS de Empire State Development, por un monto que no exceda de \$150,000.00, para el Proyecto de Rehabilitación del Parque Recreativo Delano-Hitch

15. Channel-U LLC Agreement

Resolution authorizing the City Manager to execute an agreement with Channel-U LLC at a cost not to exceed \$17,433.82 for the Youth Fishing Program at the Recreation Department

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Channel-U LLC, por un costo que no exceda de \$17,433.82, para el Programa Juvenil de Pesca del Departamento de Recreación

Police Department / Departamento de Policía

16. Contract with Axon Enterprise, Inc. for Taser Products and Related Technology

Resolution authorizing the City Manager to execute a five-year contract with Axon Enterprise, Inc. for Taser products and related technology at a cost of \$116,988.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato de cinco años con Axon Enterprise, Inc. para productos Taser y tecnología relacionada, por un costo de \$116,988.00.

17. Contract Addendum with Axon Enterprise, Inc. for Body Worn Camera Upgrades

Resolution authorizing the City Manager to execute a contract addendum with Axon Enterprise, Inc. for body worn cameras and related technology at a cost of \$35,240.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar una adenda al contrato con Axon Enterprise, Inc. para cámaras corporales y tecnología relacionada, por un costo de \$35,240.00

18. Body Worn Camera Contract Renewal with Axon Enterprise, Inc.

Resolution authorizing the City Manager to execute a new, five-year contract with Axon Enterprise, Inc. for body worn cameras and related technology at a cost of \$811,187.46

Resolución que autoriza al Gerente de la Ciudad a ejecutar un nuevo contrato de cinco años con Axon Enterprise, Inc. para cámaras corporales y tecnología relacionada, por un costo de \$811,187.46

Fire Department / Departamento de Bomberos

19. Empress Ambulance Services LLC - renewal agreement for ambulance service to the City of Newburgh from January 1, 2027 to December 31, 2029

Resolution authorizing the City Manager to execute a renewal contract with Empress Ambulance Services LLC to provide emergency medical and ambulance services in the City of Newburgh

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato de renovación con Empress Ambulance Services LLC para proporcionar servicios médicos de emergencia y servicios de ambulancia en la Ciudad de Newburgh

Resolutions of Support / Resoluciones de Apoyo

20. Street Naming Request - Rev. Saul Williams

Solicitud de Nombramiento de Calle – Rev. Saul Williams

Boards and Commissions / Juntas y Comisiones

21. Appointments - Charter Review Commission

Nombramientos – Comisión de Revisión de la Carta Orgánica

Discussion Items / Temas de Discusión

22. Green Light Legislation

Legislación Green Light

Executive Session / Sesión Ejecutiva

23. Proposed, pending or current litigation

Litigio propuesto, pendiente o actual

24. 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

El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o los asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular

RESOLUTION NO.: 152 - 2026

OF

JULY 13, 2026

A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2025

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

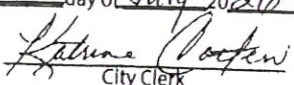
WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2025; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 10th day of August, 2026 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2025 shall commence on August 11, 2026 and close on August 26, 2026.

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 July 13, 2026 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this

14th day of July, 2026

City Clerk

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The following section summarizes the major initiatives, highlights, and accomplishments carried out by the City of Newburgh during FY2025 using Community Development Block Grant (CDBG) funds. These activities are organized according to the Priority Needs identified in the City's Consolidated Plan. During the reporting period, the City advanced projects and services that supported housing stability, improved public infrastructure and accessibility, promoted economic development, enhanced quality of life, and ensured effective program administration.

Housing

In Rem Property Program: CDBG funds supported the salaries and benefits of three City of Newburgh employees involved in the maintenance and management of City-owned foreclosed properties. Funding also supported the purchase of necessary materials and supplies used to maintain these properties, including snow shovels, weed wackers, locks, keys, and related maintenance items.

Homeowner Assistance Repair Program: The City supported a homeowner repair assistance program administered by a City of Newburgh subrecipient. This program helped address needed repairs for eligible homeowners, supporting safe, decent, and stable housing conditions within the community.

Infrastructure Improvements

- **Curb Ramp & Sidewalk Improvements:** CDBG funds supported improvements to curb ramps and sidewalks throughout the City, helping to improve pedestrian access, mobility, and compliance with accessibility standards.
- **Public Accessibility Improvements:** The City also advanced accessibility improvements at City-owned buildings, parks, and other public spaces.

Economic development

- **Business signage improvements:** CDBG funds were used to support business signage improvements

Quality of Life Improvements

The City implemented programs and activities that contributed to community engagement, youth development, workforce readiness, and neighborhood quality of life such as: Summer Film Festival, Community Outreach Activities (Police/Fire Cadet youth program), and Workforce On-the-Job Training.

Administration

CDBG funds also supported the administration and oversight necessary to effectively manage the City’s program and ensure compliance with federal requirements. Administrative activities included publishing required public notices, processing payment vouchers, preparing reports, providing Spanish translation and interpretation services, and supporting staff salaries and benefits associated with CDBG program management.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Infrastructure Improvements	Non-Housing Community Development Infrastructure Improvements	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	29000	104.00%	28000	29,000	103.57%
Quality of Life Improvements	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	3153	79.00%	1000	3153	165.00%
Housing	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	100	30	30.00%	100	30	30.00%
Economic Development	Non-Housing Community Development Economic Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	1	7.00%	3	1	33.33%
Administration	Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Newburgh's use of Community Development Block Grant (CDBG) funds during FY2025 was consistent with the priorities and specific objectives identified in the City's Consolidated Plan. CDBG resources were directed toward activities that addressed high-priority community needs, including housing preservation, infrastructure and accessibility improvements, economic development, quality of life enhancements, and

effective program administration.

Housing Preservation and Neighborhood Stability

Housing preservation remained a key priority. CDBG funds supported the In Rem Property Program, including salaries and benefits for City employees responsible for maintaining City-owned foreclosed properties, as well as materials such as snow shovels, weed wackers, locks, and keys. This activity helped preserve housing stock, reduce blight, improve neighborhood conditions, and support community stability.

The City also supported a Homeowner Assistance Repair Program administered by a City subrecipient. This program helped eligible homeowners address needed repairs, supporting safe and stable housing and helping residents remain in their homes.

Infrastructure and Accessibility Improvements

CDBG funds addressed infrastructure priorities through curb ramp and sidewalk improvements, which enhanced pedestrian safety, walkability, and accessibility for residents, including individuals with disabilities. The City also advanced public accessibility improvements to City buildings, parks, and other public spaces, supporting equitable access to public facilities and community amenities.

Economic Development and Workforce Readiness

The City used CDBG funds for business signage improvements, helping local businesses improve visibility, storefront appearance, and commercial corridor conditions. CDBG funds also supported workforce on-the-job training, providing residents with practical work experience and helping improve employment readiness and economic self-sufficiency.

Quality of Life Improvements

CDBG-funded activities also supported community engagement and youth development. The Summer Film Festival provided accessible recreational programming for residents, while community outreach activities, including the Police and Fire Cadet youth program, helped build

positive relationships between youth, public safety personnel, and the broader community.

Program Administration and Compliance

CDBG funds supported essential administrative activities, including public notices, payment processing, reporting, Spanish translation and interpretation services, and staff salaries and benefits. These activities ensured effective program management, compliance with HUD requirements, transparency, and access for residents with limited English proficiency.

Overall, the City of Newburgh's FY2025 CDBG-funded activities directly supported the priorities identified in the Consolidated Plan. The City gave special attention to high-priority needs by preserving housing, reducing blight, improving accessibility, supporting local businesses and workforce development, enhancing community services, and maintaining strong program administration. These investments advanced the City's goals of improving neighborhood conditions, supporting low- and moderate-income residents, and promoting long-term community development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	6,554
Black or African American	8,167
Asian	656
American Indian or American Native	260
Native Hawaiian or Other Pacific Islander	24
Total	15,661
Hispanic	15,946
Not Hispanic	11,725

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data presented in Table 2 is approximate and reflects the demographic composition of persons benefiting from CDBG-funded activities. Based on the racial categories reported, CDBG activities benefited approximately 15,661 individuals. Of this total, approximately 42% identified as White, 52% as Black or African American, 4% as Asian, 2% as American Indian or American Native, and less than 1% as Native Hawaiian or Other Pacific Islander. Overall, the data indicates that a majority of CDBG beneficiaries were from racial minority groups.

Based on the ethnicity data, approximately 15,946 beneficiaries identified as Hispanic, while 11,725 identified as Not Hispanic. This indicates that approximately 58% of beneficiaries were Hispanic and 42% were Not Hispanic.

CDBG-funded activities, including the Neighborhood Services Summer Film Festival and the In Rem Property Program, were designed to serve low- and moderate-income residents and neighborhoods in the City of Newburgh. The Summer Film Festival was open to all City residents and was held at Safe Harbors Green, located between Ann Street and Broadway in Census Tract 5.0. This location was selected to increase access for low-income families, including residents with transportation limitations, and is walkable for residents of the East End of Newburgh, a target area for low-income activities.

Overall, the demographic data demonstrates that the City's CDBG-funded programs reached a diverse population, with significant participation and benefit among minority and Hispanic residents. These outcomes are consistent with the City's efforts to target CDBG resources to areas and populations with identified community development needs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	808,151	679,619

Table 3 - Resources Made Available

Narrative

In 2025, the City of Newburgh expended \$199,500 for infrastructure improvements and \$11,197.20 for park improvements.

A total of \$36,367.14 was spent on neighborhood services such as the summer film series, community outreach, and workforce training.

Housing and stability programs included \$76,805.71 expended on the City's Homeowner Assistance Program and \$222,315.28 expended on the In Rem Property Program.

The City spent \$10,247.08 on Economic Development Activities, assisting local businesses. And, \$123,187.02 was spent on the City's CDBG program administration.

The City also continued use of its CDBG-CV funding, expending \$102,900 on CDBG-CV program administration.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	30	30	In Rem Property Project, Summer Film Festival, Infrastructure Improvements
City Wide	70	70	In Rem Property Project, Summer Film Festival, Infrastructure Improvements

Table 4 – Identify the geographic distribution and location of investments

Narrative

Most CDBG projects took place in Census Tracts 4 and 5, including the 2025 Summer Film Festival.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Newburgh has strategically leveraged federal CDBG funds to attract private, state, and local resources, ensuring a more significant impact on community development initiatives. Through a Subrecipient Agreement with Habitat for Humanity of Greater Newburgh, the City continues to support the Homeowner Assistance Repair Program for income-qualified homeowners. This partnership enhances the effectiveness of CDBG funds by leveraging Habitat's additional private donations and in-kind contributions, significantly reducing program costs and extending the reach of services. Additionally, publicly owned properties, including city-owned foreclosed homes, have been utilized to address housing needs and neighborhood revitalization efforts. The In Rem Property Program maintains and preserves the habitability of foreclosed properties before they are returned to productive use, helping to reduce blight and stabilize neighborhoods.

By combining CDBG funds with local and private resources, the City has strengthened its ability to address housing rehabilitation, improve infrastructure, and provide essential services, aligning with the priorities outlined in the Consolidated Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	5
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Newburgh's CDBG-funded Homeowner Assistance Repair Program aims to assist income-qualified homeowners facing urgent repair needs, thereby preserving housing stock and improving health and safety conditions. However, the program's outcome is measured by the actual number of homeowners assisted, the extent of repairs completed, and the overall impact on housing stability within the community. In 2025, the program continued successfully, addressing urgent repairs for low-income homeowners. However, challenges such as rising construction costs due to inflation, labor shortages, and the increasing demand for assistance in prior have impacted the ability to meet all homeowner requests promptly. To address these challenges, the City of Newburgh established a sub-recipient agreement with Habitat for Humanity for 2025 to more effectively carry out the program.

Discuss how these outcomes will impact future annual action plans.

Due to rising inflation and the ongoing success of the Homeowner Assistance Repair Program, the City of Newburgh has renewed its Subrecipient Agreement with Habitat for Humanity of Greater Newburgh. Given the program's demonstrated effectiveness in helping income-qualified homeowners with emergency repairs, the City is considering increasing funding to ensure that more residents receive the critical assistance they need.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	5	0
Moderate-income	0	0
Total	5	0

Table 7 – Number of Households Served

Narrative Information

The Homeowner Assistance Repair Program managed through a Subrecipient Agreement with Habitat for Humanity of Greater Newburgh, has effectively assisted income-qualified homeowners in the City of Newburgh with urgent emergency repairs. Due to the program's positive impact and success, the City of Newburgh has renewed its contract with Habitat for Humanity to continue providing this essential service.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry operates a homeless shelter on Johnston Street, offering social services and healthcare support. Through the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry also provides financial stability assistance, along with resources aimed at improving health, wellness, and resilience for several at-risk families in the City of Newburgh through peer coaching.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Newburgh collaborates with organizations such as the Regional Economic Community Action Program (RECAP) and the Orange County Department of Social Services to address the emergency shelter and transitional housing needs of homeless individuals. Additional partners include Safe Harbors of the Hudson, the Newburgh Ministry, and an increasing number of organizations that provide services to those who have been formerly incarcerated and those impacted by the criminal justice system, such as Exodus Transitional Community and the Osborne Association.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh, such as Exodus Transitional Community, Bridges of New York, and Renwick Recovery, Inc., work to support vulnerable individuals and families. In 2017, the New York State Governor's Office launched the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session and convened several task forces focusing on housing, workforce development, healthcare, and wellness. A focus of ESPRI has been to continue implementing various support projects, including the "Fragile Economies Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

RECAP and the Orange County Department of Social Services address the housing transition needs of homeless individuals and families. Additionally, an increasing number of service organizations, including Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc., and Project L.I.F.E., are also providing support in this area.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff regularly meet with the Director of the Newburgh Housing Authority (NHA) regarding public housing needs: all CDBG programs and City of Newburgh jobs are advertised on the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh—Housing Resource Guide" provides information on how to apply for finance on City-owned property and is shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a "Neighbors for Neighborhoods" Affordable Rental Housing Program. The program encourages residents to rehabilitate properties in their neighborhoods and maintain them as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

This section is not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh is committed to supporting affordable housing initiatives. Land use procedure fees have been significantly reduced, and zoning regulations have been loosened. The zoning ordinances in the City of Newburgh are reviewed regularly to identify and eliminate barriers to affordable housing development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

A significant portion of the City of Newburgh's population identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (e.g., Public Hearings). The City of Newburgh requires the translation and dissemination of program materials in both Spanish and English, as outlined in the Language Access Plan. "La Voz" offers Spanish-language announcements for Newburgh residents.

Additionally, the City has contracted with Language Link to provide further translation and interpretation services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Since inception of the CDBG program, all homes older than 1978 scheduled for rehabilitation activities have received lead based paint testing to determine the extent of lead hazards. Lead that was found has been addressed by interim controls and abatement through covering and/or painting.

The City of Newburgh works with the EPA and Lead Safe Orange to run public outreach programs that test and educate the general public on the harmful effects of lead.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the New York State Governor's Office launched the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. This initiative is managed by the United Way of Dutchess-Orange Region. ESPRI has conducted community listening sessions and convened several task forces focused on housing, workforce development, healthcare, and wellness. ESPRI continues to focus on implementing the "Fragile Economies Project," which is managed by Newburgh Ministry. This project is designed to assist low-income families in achieving their financial goals and establishing a savings cushion for unexpected events and emergencies. Families work with peer coaches to set goals, create action plans, and stay on track. They are also connected to the necessary support services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Land use procedure fees have been significantly reduced, and zoning regulations have been relaxed to improve accessibility. Additionally, the City of Newburgh has created a more streamlined process for its land use board to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes the lead in the Newburgh Housing Coalition, which consists of several organizations, including Habitat for Humanity of Greater Newburgh, PathStone (offering HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson, and the Newburgh Community Land Bank. Additionally, the City of Newburgh is involved in the Orange County Housing Planning Committee, which has a broader outreach and includes even more member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Pathstone, Independent Living, and Habitat for Humanity of Greater Newburgh provide homeownership preparation and training. Workshops on tenant responsibilities are also available to the public.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Activities are reviewed using the exhibits in the CPD Monitoring Handbook. The "Guide for Review of Eligibility" and the guides for reviewing National Objectives used as Activities are selected and subsequently set up. An "Activity Eligibility" form is prepared for each Activity, identifying the National Objective and eligible activity category.

Small business workshops are held through the SBA/City of Newburgh Co-Sponsorship Agreement, including continuing the "Business Basics Bootcamp " and City of Newburgh resident "On-the-Job" training program.

A joint Planning and Development/Community Development/Grants Administration meeting is held regularly to ensure that the CDBG program aligns with other City of Newburgh community needs. In addition, the whole CDBG program is monitored for "Timeliness" using a spreadsheet that tracks Activity spending and Public Service and Administration caps.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with The City of Newburgh procedures, a "Notice of 15-Day Public Comment Period for the 2025 CAPER" was submitted to three local newspapers and a Spanish-language publication/social media. The newspapers are the Times Herald-Record, Hudson Valley Press, and the Times Community Papers (Mid-Hudson Times). La Voz provides Spanish-language outreach for the 2025 CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The program objectives in the City of Newburgh remain unchanged.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Newburgh advertises job opportunities for residents through its website, Civil Service postings, and job announcements displayed throughout all public buildings. Qualified residents are given priority for job openings, and contractors are informed about Section 3 requirements.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	NEWBURGH
Organizational DUNS Number	966864456
UEI	
EIN/TIN Number	146002329
Identify the Field Office	NEW YORK
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

CAPER

20

Program Year Start Date	01/01/2025
Program Year End Date	12/31/2025

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

Attachments

CR-05 - Metas y Resultados

Progreso logrado por la jurisdicción en la ejecución de su plan estratégico y su plan de acción. 91.520(a)

Esta podría ser una descripción general que incluya las principales iniciativas y aspectos destacados que se propusieron y ejecutaron a lo largo del año del programa.

La siguiente sección resume las principales iniciativas, logros y resultados ejecutados por la Ciudad de Newburgh durante el año fiscal 2025 utilizando fondos del Community Development Block Grant (CDBG). Estas actividades están organizadas de acuerdo con las necesidades prioritarias identificadas en el Plan Consolidado de la Ciudad. Durante el período que abarca este informe, la Ciudad impulsó proyectos y servicios que promovieron la estabilidad de la vivienda, mejoraron la infraestructura pública y la accesibilidad, fomentaron el desarrollo económico, fortalecieron la calidad de vida y aseguraron una administración eficaz del programa.

Vivienda

Programa de Propiedad In Rem: Los fondos CDBG respaldaron los salarios y beneficios de tres empleados de la Ciudad de Newburgh involucrados en el mantenimiento y la administración de propiedades ejecutadas y de propiedad municipal. El financiamiento también apoyó la compra de materiales y suministros necesarios para el mantenimiento de dichas propiedades, incluidos palas para nieve, desbrozadoras, cerraduras, llaves y otros artículos relacionados con el mantenimiento.

Programa de Reparación de Asistencia para Propietarios: La Ciudad apoyó un programa de asistencia para reparaciones de viviendas administrado por un subreceptor de la Ciudad de Newburgh. Este programa ayudó a atender reparaciones necesarias para propietarios elegibles, apoyando condiciones de vivienda seguras, dignas y estables dentro de la comunidad.

Mejoras de infraestructura

- **Mejoras de rampas de acera y banquetas:** Los fondos CDBG apoyaron mejoras en rampas de acera y banquetas en toda la ciudad, ayudando a mejorar el acceso peatonal, la movilidad y el cumplimiento de las normas de accesibilidad.
- **Mejoras de accesibilidad pública:** La Ciudad también impulsó mejoras de accesibilidad en edificios municipales, parques y otros espacios público.

Desarrollo económico

- Mejoras en la Señalización Comercial: Los fondos CDBG se utilizaron para apoyar mejoras en la rotulación comercial.

Mejoras en la Calidad de Vida

La Ciudad implementó programas y actividades que contribuyeron a la participación comunitaria, el desarrollo juvenil, la preparación laboral y la calidad de vida del vecindario, como el Festival de Cine de Verano, las actividades de alcance comunitario (incluido el programa juvenil de cadetes de policía y bomberos) y la capacitación laboral “en el trabajo.”

Administración

Los fondos CDBG también respaldaron la administración y supervisión necesarias para gestionar eficazmente el programa de la Ciudad y garantizar el cumplimiento de los requisitos federales. Las actividades administrativas incluyeron la publicación de avisos públicos requeridos, el procesamiento de comprobantes de pago, la preparación de informes, la prestación de servicios de traducción e interpretación al español y el apoyo a salarios y beneficios del personal asociado con la administración del programa CDBG.

Comparación de los resultados propuestos con los reales para cada medida de resultado presentada con el plan consolidado y explicación, si corresponde, por qué no se avanzó hacia el cumplimiento de las metas y los objetivos. 91.520(g)

Categorías, niveles de prioridad, fuentes de financiamiento y montos, resultados/objetivos, indicadores de resultados de las metas, unidades de medida, metas, resultados/ productos reales y porcentaje completado para cada uno de los objetivos del año del

programa del beneficiario

Meta	Categoría	Fuente / Cantidad	Indicator	Unidad de Medida	Esperado – Estratégico Plan	Actual – Estratégico Plan	Por Ciento Completo	Esperado– Programa Año	Actual – Programa Año	Por Ciento Completo
Infraestructura Mejoras	No Vivienda Comunidad Desarrollo Infraestructura Mejoras	CDBG: \$	Actividades de infraestructura pública distintas del beneficio de vivienda para personas de ingresos bajos o moderados.	Personas Asistido	28000	29000	104.00%	28000	29000	103.57%
Calidad de Vida Mejoras	No Vivienda Comunidad Desarrollo	CDBG: \$	Actividades de servicio público distintas del beneficio de vivienda para ingresos bajos/moderados	Personas Asistido	4000	3153	79.00%	1000	3153	165.00%
Alojamiento	Vivienda asequible	CDBG: \$	Código de Vivienda Ejecución/ Cuidado de la propiedad	Unidad de vivienda	100	30	30.00%	100	30	30.00%
Económico Desarrollo	No Vivienda Comunidad Desarrollo Económico Desarrollo	CDBG: \$	Empresas asistidas	Empresas Asistidas	15	1	7.00%	3	1	33.33%
Administración	Administración	CDBG: \$	Otro	Otro	1	1	100.00%	1	1	100.00%

Tabla 1 - Logros – Año del programa y plan estratégico hasta la fecha

Evaluar cómo el uso de los fondos de la jurisdicción, en particular el CDBG, aborda las prioridades y los objetivos específicos identificados en el plan, prestando especial atención a las actividades de mayor prioridad identificadas.

El uso de los fondos del Community Development Block Grant (CDBG) por parte de la Ciudad de Newburgh durante el año fiscal 2025 fue coherente con las prioridades y los objetivos específicos identificados en el Plan Consolidado de la Ciudad. Los recursos CDBG se dirigieron a actividades que atendieron necesidades comunitarias de alta prioridad, incluidas la preservación de la vivienda, las mejoras de infraestructura y accesibilidad, el desarrollo económico, las mejoras en la calidad de vida y la administración eficaz del programa.

Preservación y Estabilidad de La Vivienda:

La preservación de la vivienda continuó siendo una prioridad clave. Los fondos CDBG apoyaron el Programa de Propiedades In Rem, incluidos los salarios y beneficios de empleados de la Ciudad responsables del mantenimiento de propiedades ejecutadas y de propiedad municipal, así como la compra de materiales tales como palas para nieve, desbrozadoras, cerraduras y llaves. Esta actividad ayudó a preservar el inventario de viviendas, reducir el deterioro urbano, mejorar las condiciones de los vecindarios y apoyar la estabilidad comunitaria.

La Ciudad también apoyó un Programa de Asistencia para Reparaciones a Propietarios de Vivienda, administrado por un subreceptor de la Ciudad. Este programa ayudó a propietarios elegibles a atender reparaciones necesarias, apoyando condiciones de vivienda seguras y estables, y ayudando a los residentes a permanecer en sus hogares.

Mejoras de Infraestructura y Accesibilidad

Los fondos CDBG atendieron prioridades de infraestructura mediante mejoras a rampas de acera y banquetas, las cuales aumentaron la seguridad peatonal, la caminabilidad y la accesibilidad para los residentes, incluidas las personas con discapacidades. La Ciudad también impulsó mejoras de accesibilidad pública en edificios municipales, parques y otros espacios públicos, apoyando el acceso equitativo a instalaciones públicas y servicios comunitarios.

Desarrollo Económico y Capacitación de La Fuerza Laboral

La Ciudad utilizó fondos CDBG para mejoras en la rotulación comercial, ayudando a las empresas locales a mejorar su visibilidad, la apariencia de

sus fachadas y las condiciones de los corredores comerciales. Los fondos CDBG también apoyaron la capacitación laboral “en el trabajo”, proporcionando a los residentes experiencia práctica y ayudando a mejorar su preparación para el empleo y su autosuficiencia económica.

Mejoras en la Calidad de Vida

Las actividades financiadas con fondos CDBG también apoyaron la participación comunitaria y el desarrollo juvenil. El Festival de Cine de Verano ofreció programación recreativa accesible para los residentes, mientras que las actividades de alcance comunitario, incluido el programa juvenil de cadetes de policía y bomberos, ayudaron a fortalecer relaciones positivas entre los jóvenes, el personal de seguridad pública y la comunidad en general.

Administración del Programa y Cumplimiento

Los fondos CDBG apoyaron actividades administrativas esenciales, incluidas la publicación de avisos públicos, el procesamiento de pagos, la preparación de informes, los servicios de traducción e interpretación al español, y los salarios y beneficios del personal. Estas actividades aseguraron una gestión eficaz del programa, el cumplimiento de los requisitos de HUD, la transparencia y el acceso para residentes con dominio limitado del inglés.

En general, las actividades financiadas con fondos CDBG de la Ciudad de Newburgh durante el año fiscal 2025 apoyaron directamente las prioridades identificadas en el Plan Consolidado. La Ciudad prestó especial atención a las necesidades de mayor prioridad mediante la preservación de la vivienda, la reducción del deterioro urbano, la mejora de la accesibilidad, el apoyo a empresas locales y al desarrollo de la fuerza laboral, el fortalecimiento de los servicios comunitarios y el mantenimiento de una administración sólida del programa. Estas inversiones promovieron los objetivos de la Ciudad de mejorar las condiciones de los vecindarios, apoyar a residentes de ingresos bajos y moderados, y fomentar el desarrollo comunitario a largo plazo.

CR-10 - Composición racial y étnica de las familias asistidas

Describe las familias asistidas, incluido el estado racial y étnico de las familias asistidas. 91.520(a)

	CDBG
Blanco	6,554
Negro o Afroamericano	8,167
Asiático	656
Indígena Americano o Nativo Americano	260
Hawaiano Nativo u Otro Isleño del Pacífico	24
Total	15,661
Hispano	15,946
No Hispano	11,725

Tabla 1 – Tabla de asistencia a poblaciones raciales y étnicas por fuente de fondos

Narrativo

Los datos presentados en la Tabla 2 son aproximados y reflejan la composición demográfica de las personas beneficiadas por actividades financiadas con fondos CDBG. Según las categorías raciales reportadas, las actividades CDBG beneficiaron aproximadamente a 15,661 personas. De ese total, aproximadamente el 42% se identificó como blanco, el 52% como negro o afroamericano, el 4% como asiático, el 2% como indígena americano o nativo americano, y menos del 1% como hawaiano nativo u otro isleño del Pacífico. En general, los datos indican que la mayoría de los beneficiarios de actividades CDBG pertenecían a grupos raciales minoritarios.

Según los datos de origen étnico, aproximadamente 15,946 beneficiarios se identificaron como hispanos, mientras que 11,725 se identificaron como no hispanos. Esto indica que aproximadamente el 58% de los beneficiarios fueron hispanos y el 42% no hispanos.

Las actividades financiadas con fondos CDBG, incluido el Festival de Cine de Verano de Servicios Vecinales y el Programa de Propiedades In Rem, fueron diseñadas para servir a residentes y vecindarios de ingresos bajos y moderados de la Ciudad de Newburgh. El Festival de Cine de Verano estuvo abierto a todos los residentes de la ciudad y se llevó a cabo en Safe Harbors Green, ubicado entre Ann Street y Broadway, en el Tracto Censal 5.0. Esta ubicación fue seleccionada para aumentar el acceso de familias de bajos ingresos, incluidos residentes con limitaciones de transporte, y es accesible a pie para residentes del East End de Newburgh, un área objetivo para actividades dirigidas a personas de bajos ingresos.

En conjunto, los datos demográficos demuestran que los programas financiados con fondos CDBG de la Ciudad alcanzaron a una población diversa, con participación y beneficios significativos entre residentes hispanos y de grupos minoritarios. Estos resultados son coherentes con los esfuerzos de la Ciudad por orientar los recursos CDBG hacia áreas y poblaciones con necesidades identificadas de desarrollo comunitario.

CR-15 - Recursos e inversiones 91.520(a)

Identifique los recursos puestos a disposición

Origen de los fondos	Fuente	Recursos Creados Disponible	Cantidad Gastada Durante el Año del Programa
CDBG	Público - federal	808,151	679,619

Tabla 2 - Recursos disponibles

Narrativo

En 2025, la Ciudad de Newburgh gastó \$199,500 en mejoras de infraestructura y \$11,197.20 en mejoras de parques.

Un total de \$36,367.14 se destinó a servicios vecinales, como la serie de cine de verano, actividades de alcance comunitario y capacitación laboral.

Los programas de vivienda y estabilidad incluyeron \$76,805.71 destinados al Programa de Asistencia para Propietarios de Vivienda de la Ciudad y \$222,315.28 asignados al Programa de Propiedades In Rem.

La Ciudad también destinó 10.247,08 dólares a actividades de desarrollo económico para apoyar a las empresas locales y 123.187,02 dólares a la administración del programa CDBG de la Ciudad.

Asimismo, la Ciudad continuó utilizando fondos CDBG-CV, con un gasto de 102.900 dólares en la administración del programa CDBG-CV.

Distribución geográfica y ubicación de las inversiones

Target Area	Planificado Porcentaje de Asignación	Actual Porcentaje de Asignación	Descripción Narrativo
Los Tractos Censales 4 y 5	30	30	Proyecto Inmobiliario In Rem, Cine de Verano Festival, Mejoras de Infraestructura
Toda la Ciudad	70	70	Proyecto Inmobiliario In Rem, Cine de Verano Festival, Mejoras de Infraestructura

Tabla 3 – Identificar la distribución geográfica y ubicación de las inversiones

Narrativo

La mayoría de los proyectos CDBG se llevaron a cabo en los tractos censales 4 y 5, incluido el Festival de Cine de Verano 2025.

Aprovechamiento de recursos

Explique cómo los fondos federales aprovecharon recursos adicionales (fondos privados, estatales y locales), incluida una descripción de cómo se cumplieron los requisitos de contrapartida, así como de qué manera se utilizaron terrenos o propiedades de titularidad pública ubicados dentro de la jurisdicción para atender las necesidades identificadas en el plan.

La Ciudad de Newburgh ha aprovechado estratégicamente los fondos federales del Community Development Block Grant (CDBG) para atraer recursos privados, estatales y locales, asegurando un impacto más significativo en las iniciativas de desarrollo comunitario. Mediante un Acuerdo de Subreceptor con Habitat for Humanity of Greater Newburgh, la Ciudad continúa apoyando el Programa de Asistencia para Reparaciones a Propietarios de Vivienda para propietarios que califican por ingresos. Esta colaboración aumenta la eficacia de los fondos CDBG al aprovechar las donaciones privadas adicionales y las contribuciones en especie de Habitat, lo que reduce significativamente los costos del programa y amplía el alcance de los servicios. Asimismo, se han utilizado propiedades de titularidad pública, incluidas viviendas ejecutadas y de propiedad municipal, para atender necesidades de vivienda y apoyar los esfuerzos de revitalización de vecindarios. El Programa de Propiedades In Rem mantiene y preserva la habitabilidad de las propiedades ejecutadas antes de que sean devueltas a un uso productivo, ayudando a reducir el deterioro urbano y estabilizar los vecindarios.

Al combinar los fondos CDBG con recursos locales y privados, la Ciudad ha fortalecido su capacidad para atender la rehabilitación de viviendas, mejorar la infraestructura y proporcionar servicios esenciales, de conformidad con las prioridades establecidas en el Plan Consolidado.

CR-20 - Vivienda asequible 91.520(b)

Evaluación del progreso de la jurisdicción en la provisión de vivienda asequible, incluyendo la cantidad y los tipos de familias atendidas, la cantidad de personas de ingresos extremadamente bajos, bajos, moderados y medios atendidas.

	Objetivo de un año	Actual
Número de hogares sin hogar que se proporcionó unidades de vivienda asequibles	0	0
Número de hogares que no son personas sin hogar que se proporcionó unidades de vivienda asequibles	0	5
Número de hogares con necesidades especiales a los que se proporcionarán unidades de vivienda asequibles	0	0
Total	0	0

Tabla 4 – Número de hogares

	Objetivo de un año	Actual
Número de hogares apoyados a través de Asistencia para el alquiler	0	0
Número de hogares apoyados a través de La producción de nuevas unidades	0	0
Número de hogares apoyados a través de Rehabilitación de unidades existentes	0	5
Número de hogares apoyados a través de Adquisición de Unidades Existentes	0	0
Total	0	0

Tabla 5 – Número de hogares apoyados

Analice la diferencia entre objetivos y resultados y los problemas encontrados para alcanzar estos objetivos.

El Programa de Asistencia para Reparaciones a Propietarios de Vivienda de la Ciudad de Newburgh, financiado con fondos CDBG, tiene como objetivo ayudar a propietarios de vivienda que califican por ingresos y que enfrentan necesidades urgentes de reparación, preservando así el inventario de viviendas y mejorando las condiciones de salud y seguridad. Sin embargo, los resultados del programa se miden por el número real de propietarios asistidos, el alcance de las reparaciones completadas y el impacto general en la estabilidad de la vivienda dentro de la comunidad. En 2025, el programa continuó funcionando con éxito, atendiendo reparaciones urgentes para propietarios de bajos ingresos. No

obstante, desafíos tales como el aumento de los costos de construcción debido a la inflación, la escasez de mano de obra y la creciente demanda de asistencia en años anteriores han afectado la capacidad de atender con prontitud todas las solicitudes de los propietarios. Para responder a estos desafíos, la Ciudad de Newburgh estableció un Acuerdo de Subreceptor con Habitat for Humanity of Greater Newburgh para 2025, con el fin de ejecutar el programa de manera más eficaz.

Analice cómo estos resultados afectarán los planes de acción anuales futuros.

Debido al aumento de la inflación y al éxito continuo del Programa de Asistencia para Reparaciones a Propietarios de Vivienda, la Ciudad de Newburgh ha renovado su Acuerdo de Subreceptor con Habitat for Humanity of Greater Newburgh. Dada la eficacia demostrada del programa para ayudar a propietarios que califican por ingresos con reparaciones de emergencia, la Ciudad está considerando aumentar la financiación para garantizar que más residentes reciban la asistencia crítica que necesitan.

Incluya el número de personas con ingresos extremadamente bajos, bajos e moderados atendidas por cada actividad cuando se requiere información sobre los ingresos por tamaño de familia para determinar la elegibilidad de la actividad.

Número de hogares atendidos	CDBG Actual	HOME Actual
Ingresos Extremadamente Bajos	0	0
Bajos Ingresos	5	0
Ingresos Moderados	0	0
Total	5	0

Tabla 6 – Número de hogares atendidos

Información Narrativo

El Programa de Asistencia para Reparaciones a Propietarios de Vivienda, administrado mediante un Acuerdo de Subreceptor con Habitat for Humanity of Greater Newburgh, ha ayudado eficazmente a propietarios de vivienda que califican por ingresos en la Ciudad de Newburgh con reparaciones urgentes de emergencia.

Debido al impacto positivo y al éxito del programa, la Ciudad de Newburgh ha renovado su contrato con Habitat for Humanity para continuar brindando este servicio esencial.

CR-25 - Personas sin hogar y otras necesidades especiales 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluar el progreso de la jurisdicción en el cumplimiento de sus objetivos específicos para reducir y erradicar la falta de vivienda a través de:

Llegar a las personas sin hogar (especialmente a las personas sin refugio) y evaluar su situación necesidades individuales

Newburgh Ministry opera un refugio para personas sin hogar en Johnston Street, donde ofrece servicios sociales y apoyo de atención médica. A través del proyecto “Economías Frágiles”, financiado por ESPRI, Newburgh Ministry también brinda asistencia para la estabilidad financiera, junto con recursos dirigidos a mejorar la salud, el bienestar y la resiliencia de varias familias en riesgo de la Ciudad de Newburgh mediante mentoría comunitaria.

Abordar las necesidades de refugio de emergencia y vivienda de transición de las personas sin hogar

La Ciudad de Newburgh colabora con organizaciones como el Programa Regional de Acción Económica Comunitaria (RECAP) y el Departamento de Servicios Sociales del Condado de Orange para atender las necesidades de refugio de emergencia y vivienda de transición de las personas sin hogar. Entre los socios adicionales se encuentran Safe Harbors of the Hudson, Newburgh Ministry y un número creciente de organizaciones que prestan servicios a personas anteriormente encarceladas y a personas afectadas por el sistema de justicia penal, como Exodus Transitional Community y la Osborne Association

Ayudar a personas y familias de bajos ingresos a evitar quedarse sin hogar, especialmente a personas y familias de ingresos extremadamente bajos y a aquellos que: es probable que se queden sin hogar después de ser dados de alta de instituciones y sistemas de atención financiados con fondos públicos (como centros de atención médica, centros de salud mental, hogares de acogida y otras instalaciones para jóvenes, y programas e instituciones correccionales); y que reciben asistencia de agencias públicas o privadas que abordan las necesidades de vivienda, salud, servicios sociales, empleo, educación o juventud.

Las agencias y organizaciones de servicios sociales de la Ciudad de Newburgh, como Exodus Transitional Community, Bridges of New York y Renwick Recovery, Inc., trabajan para apoyar a personas y familias vulnerables. En 2017, la Oficina del Gobernador del Estado de Nueva York puso en marcha la Iniciativa para la Reducción de la Pobreza del Empire State (ESPRI). ESPRI realizó una sesión de escucha comunitaria y convocó varios grupos de trabajo centrados en la vivienda, el desarrollo laboral, la atención médica y el bienestar. Uno de los enfoques de ESPRI ha sido continuar implementando diversos proyectos de apoyo, incluido el “Proyecto de Economías Frágiles.”

Ayudar a las personas sin hogar (especialmente a las personas y familias crónicamente sin hogar, familias con niños, veteranos y sus familias, y jóvenes no acompañados) a hacer la transición a una vivienda permanente y una vida independiente, lo que incluye acortar el período de tiempo en que las personas y las familias experimentan la falta de vivienda, facilitar el acceso de las personas y familias sin hogar a unidades de Vivienda asequibles y evitar que las personas y familias que Estaban recientemente sin hogar de volver a quedarse sin hogar

RECAP y el Departamento de Servicios Sociales del Condado de Orange atienden las necesidades de transición de vivienda de personas y familias sin hogar. Además, un número creciente de organizaciones de servicios, incluidas Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc. y Project L.I.F.E., también proporcionan apoyo en esta área.

CR-30 - Vivienda pública 91.220(h); 91.320(j)

Medidas adoptadas para abordar las necesidades de vivienda pública

El personal de la Ciudad de Newburgh se reúne periódicamente con el Director de la Autoridad de Vivienda de Newburgh (NHA) en relación con las necesidades de vivienda pública; todos los programas CDBG y las oportunidades de empleo de la Ciudad de Newburgh se anuncian en el sitio de la NHA.

Medidas adoptadas para alentar a los residentes de viviendas públicas a involucrarse más en la gestión y participar en la propiedad de la vivienda

La “Guía de Recursos de Vivienda de la Ciudad de Newburgh” proporciona información sobre cómo solicitar financiamiento para propiedades propiedad de la Ciudad y se comparte con los residentes de vivienda pública. El Newburgh Community Land Bank ha recibido financiamiento a través de la Fiscal General del Estado de Nueva York para un programa de vivienda de alquiler asequible denominado “Neighbors for Neighborhoods”. Este programa alienta a los residentes a rehabilitar propiedades en sus vecindarios y mantenerlas como viviendas de alquiler asequibles.

Medidas adoptadas para brindar asistencia a las PHA con problemas

Esta sección no es aplicable.

CR-35 - Otras acciones 91.220(j)-(k); 91.320(i)-(j)

Medidas adoptadas para eliminar o mejorar los efectos negativos de las políticas públicas que sirven como barreras para la vivienda asequible, tales como controles del uso del suelo, políticas fiscales que afectan al suelo, ordenanzas de zonificación, códigos de construcción, tarifas y cargos, limitaciones de crecimiento y políticas que afectan el rendimiento de la inversión residencial. 91.220 (j); 91.320 (i)

La Ciudad de Newburgh está comprometida con el apoyo a las iniciativas de vivienda asequible. Las tarifas de los trámites de uso del suelo se han reducido significativamente y las normas de zonificación se han flexibilizado. Las ordenanzas de zonificación de la Ciudad de Newburgh se revisan periódicamente para identificar y eliminar barreras al desarrollo de vivienda asequible.

Medidas adoptadas para abordar los obstáculos que impiden satisfacer las necesidades desatendidas. 91.220(k); 91.320(j)

Una parte significativa de la población de la Ciudad de Newburgh se identifica como latina. Se ofrece interpretación al español en las reuniones relacionadas con el CDBG, como las audiencias públicas. La Ciudad de Newburgh exige la traducción y difusión de los materiales del programa tanto en español como en inglés, según se establece en el Plan de Acceso Lingüístico. “La Voz” ofrece anuncios en español para los residentes de Newburgh.

Además, la Ciudad ha contratado a Language Link para proporcionar servicios adicionales de traducción e interpretación.

Medidas adoptadas para reducir los riesgos de la pintura a base de plomo. 91.220(k); 91.320(j)

Desde el inicio del programa CDBG, todas las viviendas construidas antes de 1978 y programadas para actividades de rehabilitación han recibido pruebas de detección de pintura a base de plomo con el fin de determinar el alcance de los riesgos existentes. El plomo que se ha identificado ha sido tratado mediante controles provisionales y abatimiento a través del recubrimiento y/o la pintura.

La Ciudad de Newburgh trabaja con la EPA y Lead Safe Orange para llevar a cabo actividades de alcance comunitario que incluyen pruebas y educación al público en general sobre los efectos nocivos del plomo.

Medidas adoptadas para reducir el número de familias en situación de pobreza.. 91.220(k); 91.320(j)

En 2017, la Oficina del Gobernador del Estado de Nueva York puso en marcha la Iniciativa para la Reducción de la Pobreza del Empire State (ESPRI) en la Ciudad de Newburgh. Esta iniciativa es administrada por United Way de la Región Dutchess-Orange. ESPRI ha llevado a cabo sesiones de escucha comunitaria y ha convocado varios grupos de trabajo centrados en la vivienda, el Desarrollo

laboral, la atención médica y el bienestar.

ESPRI continúa enfocándose en la implementación del “Proyecto de Economías Frágiles”, administrado por Newburgh Ministry. Este proyecto está diseñado para ayudar a las familias de bajos ingresos a alcanzar sus metas financieras y establecer un fondo de ahorro para imprevistos y emergencias. Las familias trabajan con mentores comunitarios para fijar metas, crear planes de acción y mantenerse encaminadas. Asimismo, se les conecta con los servicios de apoyo necesarios.

Medidas adoptadas para desarrollar la estructura institucional. 91.220(k); 91.320(j)

Las tarifas de los trámites de uso del suelo se han reducido significativamente y las normas de zonificación se han flexibilizado para mejorar la accesibilidad. Además, la Ciudad de Newburgh ha creado un proceso más ágil para su junta de uso del suelo con el fin de mejorar la accesibilidad.

Medidas adoptadas para mejorar la coordinación entre las agencias públicas y privadas de vivienda y servicios sociales. 91.220(k); 91.320(j)

La Ciudad de Newburgh lidera la Coalición de Vivienda de Newburgh, integrada por varias organizaciones, entre ellas Habitat for Humanity of Greater Newburgh, PathStone (que ofrece capacitación de HUD para compradores de vivienda), Orange County Social Services, Safe Harbors of the Hudson y el Newburgh Community Land Bank. Además, la Ciudad de Newburgh participa en el Comité de Planificación de Vivienda del Condado de Orange, el cual tiene un alcance más amplio e incluye un número aún mayor de organizaciones miembros.

Identificar las medidas adoptadas para superar los efectos de cualquier impedimento identificado en el análisis de la jurisdicción sobre los impedimentos para la elección de una vivienda justa. 91.520(a)

PathStone, Independent Living y Habitat for Humanity of Greater Newburgh ofrecen preparación y capacitación para la compra de vivienda. También se ofrecen al público talleres sobre las responsabilidades de los inquilinos.

CR-40 - Monitoreo 91.220 and 91.230

Describa las normas y procedimientos utilizados para supervisar las actividades llevadas a cabo en cumplimiento del plan y utilizados para garantizar el cumplimiento a largo plazo de los requisitos de los programas involucrados, incluido el alcance a empresas minoritarias y los requisitos de planificación integral.

Las actividades se revisan utilizando los anexos del Manual de Monitoreo del CPD. Se seleccionan y configuran la “Guía para la Revisión de Elegibilidad” y las guías para la revisión de los Objetivos Nacionales utilizados como actividades. Se prepara un formulario de “Elegibilidad de la Actividad” para cada actividad, identificando el Objetivo Nacional y la categoría de actividad elegible.

Las actividades se revisan utilizando los anexos del Manual de Monitoreo del CPD. Se seleccionan y configuran la “Guía para la Revisión de Elegibilidad” y las guías para la revisión de los Objetivos Nacionales utilizados como actividades. Se prepara un formulario de “Elegibilidad de la Actividad” para cada actividad, identificando el Objetivo Nacional y la categoría de actividad elegible.

Se celebra periódicamente una reunión conjunta de Planificación y Desarrollo / Desarrollo Comunitario / Administración de Subvenciones para garantizar que el programa CDBG se ajuste a las demás necesidades comunitarias de la Ciudad de Newburgh. Además, se supervisa la puntualidad de todo el programa CDBG mediante una hoja de cálculo que registra el gasto por actividad y los límites de servicios públicos y administración.

Plan de Participación Ciudadana 91.105(d); 91.115(d)

Describa los esfuerzos para proporcionar a los ciudadanos un aviso razonable y la oportunidad de comentar los informes de desempeño.

De acuerdo con los procedimientos de la Ciudad de Newburgh, se presentó un “Aviso de Período de Comentarios Públicos de 15 Días para el CAPER 2025” al periódico local, el cual fue publicado en Times Community Papers (Mid-Hudson Times), así como en una publicación/red social en español. La Voz proporciona actividades de divulgación en español para el CAPER 2025.

CR-45 - CDBG 91.520(c)

Especifique la naturaleza y las razones de cualquier cambio en los objetivos del programa de la jurisdicción e indicaciones de cómo la jurisdicción cambiaría sus programas como resultado de sus experiencias.

Los objetivos del programa en la ciudad de Newburgh permanecen sin cambios.

¿Esta jurisdicción tiene subvenciones abiertas de la Iniciativa de Desarrollo Económico de Áreas Abandonadas (BEDI)?

No

[Beneficiarios de BEDI] Describa los logros y resultados del programa durante el último año.

CR-58 – Sección 3

Identificar el número de personas asistidas y los tipos de asistencia brindada

Total de horas de trabajo	CDBG	HOME	ESG	HOPWA	HTF
Número total de actividades	0	0	0	0	0
Total de horas de trabajo					
Total de horas de trabajo de la Sección 3					
Total de horas trabajadas por los trabajadores de la Sección 3					

Tabla 15 – Total de horas de trabajo

Esfuerzos cualitativos - Número de actividades por programa	CDBG	HOME	ESG	HOPWA	HTF
Esfuerzos de extensión para generar solicitantes de empleo que sean trabajadores destinatarios de vivienda pública					
Esfuerzos de extensión para generar solicitantes de empleo que sean trabajadores destinatarios de otros fondos.					
Formación directa en el puesto de trabajo (incluidos los aprendizajes).					
Capacitación indirecta, como organizar, contratar o pagar la matrícula para capacitación fuera del sitio.					
Asistencia técnica para ayudar a los trabajadores de la Sección 3 a competir por empleos (por ejemplo, asistencia con el currículum, asesoramiento).					
Esfuerzos de divulgación para identificar y asegurar ofertas de empresas de la Sección 3 preocupaciones.					
Asistencia técnica para ayudar a las empresas de la Sección 3 a comprender y presentar ofertas para contratos.					
División de contratos en trabajos más pequeños para facilitar la participación de las empresas de la Sección 3.					
Proporcionó o conectó a los residentes con asistencia en la búsqueda de empleo, lo que incluyó: redactor currículums, prepararse para entrevistas, encontrar oportunidades laborales y conectar a los residentes con servicios de colocación laboral.					
Realizó una o más ferias de empleo.					
Proporcionó o conectó a los residentes con servicios de apoyo que pueden proporcionar servicios directos o referencias.					
Proporcionó o conectó a los residentes con servicios de apoyo que ofrecen uno o más de los siguientes: exámenes de salud de preparación para el trabajo, ropa para entrevistas, uniformes, tarifas de pruebas, transporte.					
Ayudó a los residentes a encontrar cuidado infantil.					
Ayudó a los residentes a solicitar o asistir a un colegio comunitario o a una institución educativa de cuatro años.					
Ayudó a los residentes a solicitar o asistir a capacitación vocacional/técnica.					

Ayudó a los residentes a obtener capacitación y/o asesoramiento en materia de educación financiera.					
Asistencia en materia de fianzas, garantías u otros esfuerzos para respaldar ofertas viables de empresas de la Sección 3.					
Proporcionó o conectó a los residentes con capacitación sobre el uso de computadoras o tecnologías en línea.					
Promover el uso de un registro empresarial diseñado para crear oportunidades para empresas pequeñas y desfavorecidas.					
Alcance, participación o derivaciones a través del sistema integral del estado, tal como está diseñado en la Sección 121(e)(2) de la Ley de Innovación y Oportunidades en la Fuerza Laboral.					
Otro					

Tabla 7 – Esfuerzos cualitativos - Número de actividades por programa

Narrativo

La Ciudad de Newburgh anuncia oportunidades de empleo para los residentes a través de su sitio web, publicaciones del Servicio Civil y avisos de empleo colocados en todos los edificios públicos. Se da prioridad a los residentes calificados para las vacantes disponibles, y se informa a los contratistas sobre los requisitos de la Sección 3.

RESOLUTION TO END THE CITY'S RELATIONSHIP WITH FLOCK SAFETY

WHEREAS, the City of Newburgh ("City"), through its City Council, has repeatedly committed to being a "Fair and Welcoming City", as codified in [Chapter 60, Article I of the City of Newburgh](#), reaffirming this commitment as recently as March 9, 2026; and

WHEREAS, being a "Fair and Welcoming City" and compliance with the recently enacted "Local Cops, Local Crimes Act" explicitly depends on limiting local participation in surveillance or data-sharing practices that could facilitate federal immigration enforcement, erode community trust, or chill the willingness of residents to live work, and engage freely in civic life; and

WHEREAS, the City has an unwavering commitment to protecting the privacy and other civil rights and liberties of its residents and visitors, which makes doing business with a company that does not prioritize those values inappropriate and runs counter to its "Fair and Welcoming City" designation; and

WHEREAS, the City is party to a contract with Flock Safety, originally signed August 6, 2024, and renewed as of January 1, 2026, (the "Contract") through which automatic license plate readers ("ALPR") have been installed to facilitate law enforcement, including traffic and criminal violations; and

WHEREAS, there are proven instances of Flock Safety infrastructure being used by federal agents for information purposes even without specific authorizations from the contracting locality; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted federal agents from Immigrations and Customs Enforcement (ICE) and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to use query results from its database of state and local ALPR data to investigate and persecute immigrants throughout the United States; and

WHEREAS, the City recognizes cooperation with broad or unchecked federal surveillance or enforcement efforts potentially accessible by agencies like ICE can undermine community trust and disproportionately harm immigrant and marginalized communities; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted state and local law enforcement to query results from its database of other states' and localities' local ALPR data to investigate abortion care seekers and that Flock has created insufficient security measures around its database search features which has resulted in users being able to easily circumvent its safeguards, such as stating the purpose of their use of the database with vague descriptions like "investigation"; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted state and local level law enforcement to query results from its database of state and local ALPR data to investigate persons exercising their First Amendment freedom of speech and association rights by attending peaceful political rallies and protests; and

WHEREAS, it has been reported that, due to Flock Safety's inadequate system security, hackers have been able to gain access to Flock's ALPR database and as well as its ALPR cameras; and

WHEREAS, in response to the above, more than 55 localities from coast to coast have ended their relationships with Flock Safety in the past year alone; and

WHEREAS, the above information demonstrates the Contract's expressed purpose of enhancing law enforcement "without compromising transparency and human privacy" has been undermined.

THEREFORE BE IT RESOLVED, that the City of Newburgh City Council directs the Acting City Manager to work with the Office of the City Attorney to take all legally available steps to terminate the Contract at the earliest possible opportunity to do so, provided that such termination shall be implemented in a manner consistent with the City's obligations under any existing Memorandum of Understanding related to LETECH funding, and shall not constitute a breach of inter-municipal agreements or grant conditions; and further directs staff to consult and coordinate in good faith with Orange County and other LETECH partners to pursue any necessary grant modifications, budget reallocations, or amendments to maintain compliance; and be it further

RESOLVED, that all City agencies, entities, and employees shall immediately suspend using Flock Safety services and equipment, including Flock Safety License Plate Readers, Flock Safety Gunshot and Audio Detection devices, and databases; and be it further

RESOLVED, that upon termination of the Contract, the City hereby establishes that all Flock Safety equipment, including Flock Safety License Plate Readers and Flock Safety Gunshot and Audio Detection devices, shall be turned off and disconnected within fourteen days of the enactment of this resolution; and be it further

RESOLVED, that upon termination of the Contract, Flock Safety shall be immediately directed to cease operating and remove all its ALPR hardware, including Flock cameras, related to its contract with the City, and that if such hardware is not removed within two weeks of the adoption of this resolution, the City shall remove the hardware itself and will invoice Flock for the cost of removal and storage; and be it further

RESOLVED, that the City shall not contract with any other ALPR provider until (1) it holds a public hearing to solicit public opinion on the use of ALPRs in the City and the sharing of ALPR data collected in the City, (2) determines if ALPRs shall be used by the City, and (3) adopts guardrails to govern the future use of ALPRs, if permitted, that include strict limits on ALPR use, data sharing, and data retention.

RESOLUTION TO END THE CITY'S RELATIONSHIP WITH FLOCK SAFETY
RESOLUTION NO.: _____ **- 2026**

OF

_____, 2026

A RESOLUTION AUTHORIZING THE TERMINATION OF
A CONTRACT WITH FLOCK GROUP, INC. FOR
A FIXED AUTOMATED LICENSE PLATE READER SYSTEM AND
RELATED TECHNOLOGY SERVICES

~~WHEREAS, the City of Newburgh ("City"), through its City Council, has repeatedly committed to being a "Fair and Welcoming City", as codified in Chapter 60, Article I of the City of Newburgh, reaffirming this commitment as recently as March 9, 2026; and~~

~~WHEREAS, the City Council of the City of Newburgh adopted Resolution No. 71-2017, declaring the City of Newburgh a Fair and Welcoming City, and recently reaffirmed its commitment to equal protection of the laws and to access municipal services for all residents, regardless of immigration status, by Resolution No. 46-2026; and~~

WHEREAS, being a "Fair and Welcoming City" and compliance with the ~~recently enacted~~ "Local Cops, Local Crimes Act" recently enacted by New York State, explicitly depends on limiting local participation in surveillance or data-sharing practices that could facilitate federal immigration enforcement, erode community trust, or chill the willingness of residents to live work, and engage freely in civic life; and

~~WHEREAS, the City has an unwavering commitment to protecting the privacy and other civil rights and liberties of its residents and visitors, which makes doing business with a company that does not prioritize those values inappropriate and runs counter to its "Fair and Welcoming City" designation; and~~

WHEREAS, the City is party to a contract with Flock Group, Inc. ("Flock Safety"), originally signed August 6, 2024, and renewed as of January 1, 2026, (the "Contract") through which automatic license plate readers ("ALPR") have been installed to facilitate law enforcement, including traffic and criminal violations; and

WHEREAS, there are proven instances of Flock Safety infrastructure being used by federal agents for information purposes even without specific authorizations from the contracting locality; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted federal agents from Immigrations and Customs Enforcement (ICE) and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to use query results from its database of state and local ALPR data to investigate and persecute immigrants throughout the United States; and

WHEREAS, the City recognizes cooperation with broad or unchecked federal surveillance or enforcement efforts potentially accessible by agencies like ICE can undermine community trust and disproportionately harm immigrant and marginalized communities; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock

Commented [KM1]: Chapter 60 of the City Code of Newburgh is the Municipal Identification Card Program. The City of Newburgh did not codify its Fair and Welcoming City Resolutions into the City Code of Ordinances.

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Safety has permitted state and local law enforcement to query results from its database of other states' and localities' local ALPR data to investigate abortion care seekers and that Flock has created insufficient security measures around its database search features which has resulted in users being able to easily circumvent its safeguards, such as stating the purpose of their use of the database with vague descriptions like "investigation"; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted state and local level law enforcement to query results from its database of state and local ALPR data to investigate persons exercising their First Amendment freedom of speech and association rights by attending peaceful political rallies and protests; and

WHEREAS, it has been reported that, due to Flock Safety's inadequate system security, hackers have been able to gain access to Flock's ALPR database and as well as its ALPR cameras; and

WHEREAS, in response to the above, more than 55 localities from coast to coast have ended their relationships with Flock Safety in the past year alone; and

WHEREAS, the City's has an unwavering commitment to protecting the privacy and other civil rights and liberties of its residents and visitors is inconsistent with, which makes doing business with a company that does not prioritize those values inappropriate and runs counter to its "Fair and Welcoming City" designation; and

~~WHEREAS, the above information demonstrates the Contract's expressed purpose of enhancing law enforcement "without compromising transparency and human privacy" has been undermined.~~

THEREFORE BE IT RESOLVED, that the City of Newburgh City Council directs the ~~Interim Acting~~ City Manager to work with the Corporation Counsel's Office ~~of the City Attorney~~ to take all legally available steps to terminate the Contract at the earliest possible opportunity to do so, provided that such termination shall be implemented in a manner consistent with the City's obligations under any existing Memorandum of Understanding related to Law Enforcement Technology ("LETECH") grant funding, and shall not constitute a breach of inter-municipal agreements or grant conditions; and further directs staff to consult and coordinate in good faith with Orange County and other LETECH partners to pursue any necessary grant modifications, budget reallocations, or amendments to maintain compliance; and be it further

RESOLVED, that all City agencies, entities, and employees shall immediately suspend using Flock Safety services and equipment, including Flock Safety License Plate Readers, Flock Safety Gunshot and Audio Detection devices, and databases; and be it further

RESOLVED, that upon ~~termination of the Contract~~, the City hereby establishes that all Flock Safety equipment, including Flock Safety License Plate Readers and Flock Safety Gunshot and Audio Detection devices, shall be turned off and disconnected within fourteen days of the enactment of this resolution; and be it further

RESOLVED, that upon termination of the Contract, Flock Safety shall be immediately directed to cease operating and remove all its ALPR hardware, including Flock cameras, related to the City's contract with the City, and that if such hardware is not removed within two weeks of the Contract termination adoption of this resolution, the City shall remove the hardware itself and will invoice Flock for the cost of removal and storage; and be it further

RESOLVED, that the City shall not contract with any other ALPR provider until (1) it holds a public hearing to solicit public opinion on the use of ALPRs in the City and the sharing of ALPR data collected in the City, (2) determines if ALPRs shall be used by the City, and (3) adopts

Commented [KM2]: Termination of the Contract may not occur within two weeks/fourteen days of the adoption of the resolution. However, the City may turn off/disconnect/discontinue use of the technology within a designated time period after the adoption of the resolution.

Commented [KM3]: Termination of the Contract may not occur within two weeks of the adoption of the resolution. The City can decide not to utilize the technology & equipment at any time prior to the Contract termination.

| ~~policies and procedures~~ ~~guardrails~~ to ~~address~~ ~~govern~~ the future use of ALPRs, if permitted, that include strict limits on ALPR use, data sharing, and data retention.

RESOLUTION NO.: _____ - 2026

OF

_____, 2026

**A RESOLUTION AUTHORIZING THE TERMINATION OF A CONTRACT
WITH FLOCK GROUP, INC. FOR
A FIXED AUTOMATED LICENSE PLATE READER SYSTEM AND
RELATED TECHNOLOGY SERVICES**

WHEREAS, the City Council of the City of Newburgh adopted Resolution No. 71-2017, declaring the City of Newburgh a Fair and Welcoming City, and recently reaffirmed its commitment to equal protection of the laws and to access municipal services for all residents, regardless of immigration status, by Resolution No. 46-2026; and

WHEREAS, being a "Fair and Welcoming City" and compliance with the "Local Cops, Local Crimes Act" recently enacted by New York State, explicitly depends on limiting local participation in surveillance or data-sharing practices that could facilitate federal immigration enforcement, erode community trust, or chill the willingness of residents to live work, and engage freely in civic life; and

WHEREAS, the City is party to a contract with Flock Group, Inc. ("Flock Safety"), originally signed August 6, 2024, and renewed as of January 1, 2026, (the "Contract") through which automatic license plate readers ("ALPR") have been installed to facilitate law enforcement, including traffic and criminal violations; and

WHEREAS, there are proven instances of Flock Safety infrastructure being used by federal agents for information purposes even without specific authorizations from the contracting locality; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted federal agents from Immigrations and Customs Enforcement (ICE) and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to use query results from its database of state and local ALPR data to investigate and persecute immigrants throughout the United States; and

WHEREAS, the City recognizes cooperation with broad or unchecked federal surveillance or enforcement efforts potentially accessible by agencies like ICE can undermine community trust and disproportionately harm immigrant and marginalized communities; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted state and local law enforcement to query results from its database of other states' and localities' local ALPR data to investigate abortion care seekers and that Flock has created insufficient security measures around its database search features which has resulted in users being able to easily circumvent its safeguards, such as stating the purpose of their use of the database with vague descriptions like "investigation"; and

WHEREAS, the City has reviewed reports that, either intentionally or through negligence, Flock Safety has permitted state and local level law enforcement to query results from its database of state and local ALPR data to investigate persons exercising their First Amendment freedom of speech and association rights by attending peaceful political rallies and protests; and

WHEREAS, it has been reported that, due to Flock Safety's inadequate system security, hackers have been able to gain access to Flock's ALPR database and as well as its ALPR cameras; and

WHEREAS, in response to the above, more than 55 localities from coast to coast have ended their relationships with Flock Safety in the past year alone; and

WHEREAS, the City's unwavering commitment to protecting the privacy and other civil rights and liberties of its residents and visitors is inconsistent with doing business with a company that does not prioritize those values and its "Fair and Welcoming City" designation;

THEREFORE BE IT RESOLVED, that the City of Newburgh City Council directs the Interim City Manager to work with the Corporation Counsel's Office to take all legally available steps to terminate the Contract at the earliest possible opportunity to do so, provided that such termination shall be implemented in a manner consistent with the City's obligations under any existing Memorandum of Understanding related to Law Enforcement Technology ("LETECH") grant funding, and shall not constitute a breach of inter-municipal agreements or grant conditions; and further directs staff to consult and coordinate in good faith with Orange County and other LETECH partners to pursue any necessary grant modifications, budget reallocations, or amendments to maintain compliance; and be it further

RESOLVED, that all City agencies, entities, and employees shall immediately suspend using Flock Safety services and equipment, including Flock Safety License Plate Readers, Flock Safety Gunshot and Audio Detection devices, and databases; and be it further

RESOLVED, that upon termination of the Contract, the City hereby establishes that all Flock Safety equipment, including Flock Safety License Plate Readers and Flock Safety Gunshot and Audio Detection devices, shall be turned off and disconnected within fourteen days of the enactment of this resolution; and be it further

RESOLVED, that upon termination of the Contract, Flock Safety shall be immediately directed to cease operating and remove all its ALPR hardware, including Flock cameras, related to the Contract with the City, and that if such hardware is not removed within two weeks of the Contract termination, the City shall remove the hardware itself and will invoice Flock for the cost of removal and storage; and be it further

RESOLVED, that the City shall not contract with any other ALPR provider until (1) it holds a public hearing to solicit public opinion on the use of ALPRs in the City and the sharing of ALPR data collected in the City, (2) determines if ALPRs shall be used by the City, and (3) adopts policies and procedures to address the future use of ALPRs, if permitted, that include strict limits on ALPR use, data sharing, and data retention.

RESOLUTION TO END THE CITY’S RELATIONSHIP WITH FLOCK SAFETY

WHEREAS, the City of Ithaca (“City”), through its Common Council, has repeatedly committed to being a sanctuary city, as codified in Article VI of its Code, reaffirming this commitment as recently as February 5, 2025; and

WHEREAS, being a sanctuary city explicitly depends on limiting local participation in surveillance or data-sharing practices that could facilitate federal immigration enforcement, erode community trust, or chill the willingness of residents to live work, and engage freely in civic life; and

WHEREAS, the City has an unwavering commitment to protecting the privacy and other civil rights and liberties of its residents and visitors, which makes doing business with a company that does not prioritize those values inappropriate and runs counter to its sanctuary city designation; and

WHEREAS, the City is party to a contract with Flock Safety, dated February 1, 2023 (the “Contract”), through which surveillance cameras have been installed to facilitate law enforcement, including traffic and criminal violations; and

WHEREAS, there are proven instances of Flock Safety infrastructure being used by federal agents for information purposes even without specific authorizations from the contracting locality; and

WHEREAS, the City has reviewed reports that, either intentionally or through its negligence, Flock Safety has permitted federal agents from Immigrations and Customs Enforcement (ICE) and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to use query results from its database of state and local ALPR data to investigate and persecute immigrants throughout the United States; and

WHEREAS, the City recognizes cooperation with broad or unchecked federal surveillance or enforcement efforts potentially accessible by agencies like ICE can undermine community trust and disproportionately harm immigrant and marginalized communities; and

WHEREAS, the City has reviewed reports that, either intentionally or through its negligence, Flock Safety has permitted state and local law enforcement to query results from its database of other states’ and localities’ local ALPR data to investigate abortion care seekers and that Flock has created insufficient security measures around its database search features which has resulted in users being able to easily circumvent its safeguards, such as stating the purpose of their use of the database with vague descriptions like “investigation” and even non-responsive descriptions like “Hehehe”; and

WHEREAS, the City has reviewed reports that, either intentionally or through its negligence, Flock Safety has permitted state and local level law enforcement to query results from its

database of state and local ALPR data to investigate persons exercising their First Amendment freedom of speech and association rights by attending peaceful political rallies and protests; and

WHEREAS, it has been reported that, due to Flock Safety's inadequate system security, hackers have been able to gain access to Flock's ALPR database and as well as its ALPR cameras; and

WHEREAS, in response to the above, in the past eight months more than 30 American municipalities from coast to coast have ended their relationships with Flock Safety; and

WHEREAS, the above information demonstrates the Contract's expressed purpose of enhancing law enforcement "without compromising transparency and human privacy" has been undermined; and

THEREFORE BE IT RESOLVED, that the City of Ithaca Common Council directs the Acting City Manager to work with the Office of the City Attorney to take all legally available steps to terminate the Contract at the earliest possible opportunity to do so; and be it further

RESOLVED, that the City suspend using Flock Safety services and equipment, including Flock Safety License Plate Readers and Flock Safety Gunshot and Audio Detection devices, immediately, until the Common Council votes to reinstate or revoke the use of such devices; and be it further

RESOLVED, that upon termination of the Contract, the City hereby establishes that all Flock Safety equipment, including Flock Safety License Plate Readers and Flock Safety Gunshot and Audio Detection devices, shall be turned off and disconnected by Flock Safety within fourteen days of the enactment of this resolution; and

RESOLVED, that upon termination of the Contract, Flock Safety will remove all related technology as soon as practicable.

Flock Contract Options and Considerations

1. Terminate the Flock Contract Immediately

Considerations:

- Termination may have consequences with DCJS. The LETECH grant funding was intended as a one-time investment, with an expectation that agencies would institutionalize the project after grant funds ended.
- DCJS grant funding paid for the Flock project from August 6, 2024, through December 31, 2025. Cancelling the project may negatively affect future DCJS funding opportunities.
- The City of Newburgh entered into a two-year Flock renewal beginning January 1, 2026, using City funds. Terminating the contract would likely result in the loss of approximately \$414,041 in City funds.
- If the City wants a different LPR vendor, funds would likely not be available until 2028 because the 2026 and 2027 funds would be lost under the current Flock contract.
- New vendors may be hesitant to contract with the City due to the early termination of the Flock contract.
- If the City contracts with a new LPR vendor, installation would likely take approximately 16–24 months from the date of an executed contract due to licensing agreements with Central Hudson and Verizon.
- Termination would result in a notable loss of law enforcement proficiency in crime prevention and criminal investigations.
- Community concerns about Flock surveillance, tracking, and ICE-related issues will be completely mitigated

2. Keep Flock Through the End of the Contract, December 31, 2027

Considerations:

- This option should satisfy DCJS expectations regarding institutionalization of the project.
- The City would not lose approximately \$414,041 in City funds.
- The City would satisfy its contractual obligations with Flock.
- The City could begin exploring new vendors in Q3 of 2027 for implementation in 2028, without contract, DCJS, or funding consequences.
- There would be no loss in law enforcement proficiency related to crime prevention and investigations.
- Community concerns regarding Flock surveillance, tracking, and ICE-related issues would likely remain while Flock LPRs are in place.

If Council selects Option 2, the Police Department can take the following steps to help mitigate community concerns:

- Post Fair and Welcoming City Resolution #46-2026 on the Police Department website.
- Post the Police Department General Order related to Resolution #46-2026 on the Police Department website.
- Draft and implement an LPR General Order establishing additional safeguards.
- Provide Council with documentation showing that no outside agency can access, view, or search City of Newburgh LPR data.
- The Police Department can look to create a Flock Transparency page and post it on the Police Department website.

RESOLUTION NO.: _____-2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING A CONTRACT AWARD TO TILCON NY, INC. FOR
COMPREHENSIVE BITUMINOUS CONCRETE IN THE AMOUNT OF \$1,221,630.88**

WHEREAS, the City of Newburgh requires the purchase and use of bituminous concrete materials to advance its street paving objectives; and

WHEREAS, New York State Office of General Services (“NYSOGS”) Contract Award #23371 (Group 31502, Comprehensive Bituminous Concrete (Asphalt Mix and Cold Patch) (Statewide)) has been made available for use by political subdivisions within New York State to purchase certain paving materials; and

WHEREAS, the City of Newburgh has obtained a 2026 Quick Quote from Tilcon NY, Inc. pursuant to the procedures established for use of NYSOGS Award #23371 to purchase bituminous concrete materials in the amount of \$1,221,630.88; and

WHEREAS, funding for the cost of said materials shall be derived from A.5110.0206 – Highway Resurfacing and A.5112.0206 – Consolidated Highway Aid; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to execute a contract with Tilcon NY, Inc. for the purchase of bituminous concrete materials to advance its street paving objectives for the 2026 season;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York to authorize a contract award to Tilcon NY, Inc. in the amount of \$1,221,630.88 for the purchase of bituminous concrete materials pursuant to a 2026 Quick Quote under NYS OGS Award #23371, and the City Manager is authorized to execute a contract with Tilcon NY, Inc. and any other such documents that the contract may require.

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0
Quick Quote form sent to the Contractor on (date): May / 12 / 20 26

NOTE:

1. The Project's Total Cost to be shown below includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project was actually performed (unless this happens outside of the contract period, see clause "Monthly Asphalt Price Adjustments" within the General Specifications document) .
2. The Contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the Contractor any time

Agency/User: City of Newburgh
Project Name: 2026 Paving Project #
Project Location: Various location in the City of Newburgh
County: Orange City: Newburgh Zip Code: 12550

MATERIAL #1:

404.1281 - 12.5 Top or Binder, 80 Series Compaction, F1 Asphalt Pavement

Estimated Total Quantity for Material #1: 7,356.000 Tons

Check below if Requested:

No Asphalt Item with Polymer Modification required for Material #1

No Asphalt Item with Polymer Fibers required for Material #1

Material #1 - Price Adjustment Calculation for the Month of: May / 20 26

Note to Authorized User:

*For instructions about how to enter the Price Adjustment Information below, please, refer to the **tab "Price Adjustment Instructions"** at the bottom of this spreadsheet.*

(From Table #1 - see "Price Adjustment Instructions" tab)

a) - Monthly Asphalt Price Adjustment per Ton = \$11.960

(From Table #2 - see "Price Adjustment Instructions" tab)

b) - Quarterly PPI Price Adjustment **Percentage (%)** = 5.00%

(From Table #2 - see "Price Adjustment Instructions" tab)

c) - Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = 93.50%

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

MATERIAL #2:

404.1989 - 19.0 Binder, 80 Series Compaction, F9 Asphalt Pavement

Estimated Total Quantity for Material #2: 714.000 Tons

Check below if applicable:

No Asphalt Item with Polymer Modification required for Material #2

No Asphalt Item with Polymer Fibers required for Material #2

<u>Material #2 - Price Adjustment Calculation for the Month of:</u>		May	/	20 26
Monthly Asphalt Price Adjustment per Ton =		<u>\$10.856</u>		
Quarterly PPI Price Adjustment <u>Percentage (%)</u> =		<u>5.00%</u>		
Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance =				<u>94.10%</u>

MATERIAL #3:

Select from the drop-down menu if Material #3 is needed

Estimated Total Quantity for Material #3: Tons

Check below if applicable:

Select Asphalt Item with Polymer Modification required for Material #3

Select Asphalt Item with Polymer Fibers required for Material #3

<u>Material #3 - Price Adjustment Calculation for the Month of:</u>		May	/	20 26
Monthly Asphalt Price Adjustment per Ton =		<u></u>		
Quarterly PPI Price Adjustment <u>Percentage (%)</u> =		<u></u>		
Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance =				<u></u>

AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Optional Items (select "YES" if the optional item is required for the project):

Required (Indicate number of units if applicable):

No	Optional Flagger	_____
No	Optional General Laborer	_____

No	Paver with Operator	0	Paver Mobilization	1
Yes	Paver with Operator & Screed Person	1	obilization applies per paver/project)	

No	10-Ton Static Roller	_____	Roller Mobilization	2
Yes	10-Ton Static Roller with Operator	1	obilization applies per roller/project)	

No	10-Ton Vibratory Roller	_____	Roller Mobilization	2
Yes	10-Ton Vibratory Roller with Operator	1	obilization applies per roller/project)	

No	Skidsteer with Milling Head	_____	Skidsteer Mobilization	0
No	Skidsteer with Milling Head w/ Operator	_____	(Mobilization per skidsteer/project)	

No	Water Tank	_____	Water Tank Mobilization	1
Yes	Water Tank with Operator	1	(Mobilization per water tank/project)	

Note: Mobilization is a one-time charge (per machine) for the duration of the project

No	Optional Pilot Vehicle with Driver
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No	Optional Additional Construction Sign
----	---------------------------------------

No	Work Zone Traffic Control (WZTC)
----	----------------------------------

No	Abrading Existing Pavement Markings by the Contractor
	with Work Zone Traffic Control (WZTC) by the <u>Select from the drop-down</u>
	Total Linear Feet _____

No	Optional Joint Adhesive by the Contractor
	with Work Zone Traffic Control (WZTC) by the <u>Select from the drop-down</u>
	Total Linear Feet _____

No	OCP Coverage (\$1 Million/occurrence, \$2 Million aggregate)
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**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Optional Items (select "YES" if the optional item is required for the project):

PRODUCTION COLD MILLING

☒ Yes Price per Square Yard for Production Cold Milling (depth up to 2") of
Bituminous Concrete with Hauling and Disposal by the Contractor
and sweeping the milled surfaces by the Contractor.
Total Square Yards 63,974.000

PRODUCTION COLD MICROMILLING

☐ Select Price per Square Yard for Production Cold Micromilling (depth less than 2") of
Bituminous Concrete with Hauling and Disposal by the Select from the drop-down
and sweeping the milled surfaces by the Contractor.
Total Square Yards

MOBILIZATION - COLD MILLING / MICROMILLING

Milling Machine Mobilization 1 (# of Milling Machines)
Mobilization applies per milling machine per project
Mobilization is a one-time charge (per machine) for the duration of the project

NOTE: Production Cold Milling and Production Cold Micromilling

1. When choosing the option "Hauling and Disposal by the Authorized User", the Authorized User will provide trucks (and drivers) for hauling of Production milled material while the Contractor is responsible for project clean-up including sweeping milled surfaces. Material removed during milling operations, including foreign debris (if any) within or on the pavement, shall remain the property of the Authorized User, and shall be disposed of by the Authorized User at its discretion.

2. When choosing the option "Hauling and Disposal by the Contractor", the Contractor will provide trucks for hauling of Production milled material and will be responsible for project clean-up including stockpiling milled materials and sweeping milled surfaces. Material removed during milling operations, including foreign debris within or on the pavement, shall be the property of the Contractor and shall be disposed of at a site obtained by the Contractor.

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

AGENCY/AUTHORIZED USER COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Anticipated Project Start Date: 10/01/26

Estimated Number of Days to Complete Project: 16.0 Days

Agency/User Contact: Chad M. Wade, R.L.A

Agency/User Phone: (845) 476-6677

Quick Quote Must be Returned by: 07/01/26

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Note: The Contractor should develop the Quick Quote based on the options chosen by the User

Project Name: 2026 Paving Project # 0

Contractor: PC70667 - Tilcon New York, Inc.

Plant #: H0255 Phone: 973.366.7741

Plant Location: 461 Sheafe Road, Poughkeepsie

Material #1: 404.1281 - 12.5 Top or Binder, 80 Series Compaction, F1 Asphalt Pavement

A Price (F.O.B. Price for Material) = \$82.000 per Ton

Material #1 - Price Adjustment Calculation for the Month of: May / 20 26

B Monthly Asphalt Price Adjustment per Ton = \$11.960

C Quarterly PPI Price Adjustment **Percentage (%)** = 5.00%

D Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = 93.50%

E Quarterly PPI Price Adjustment (A x C x D) = \$3.834

F1 Polymer Modification **(Not Requested)** per Ton

F2 Polymer Fibers **(Not Requested)** per Ton

G Price Material w/ Price Adjustments (A + B) + (E) + (F1) + (F2) = \$97.794 per Ton

Delivery Cost Calculation:

Estimated Haul Distance: 13.40 Miles

H Price Ton/Mile Hauling (0 - 1 Mile) = \$6.000 per Ton

I Price Ton/Mile Hauling (1 + Miles) = \$0.500 per Ton

J Total Delivery Cost: H + [I x (Estimated Haul Distance -1)] = \$12.200 per Ton

K Total Tons 7356.000

L Total Material plus Delivery Cost (G + J) x Total Tons = \$809,115.864

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Material #2: 404.1989 - 19.0 Binder, 80 Series Compaction, F9 Asphalt Pavement

M Price (F.O.B. Price for Material) = \$80.000 per Ton

Material #2 - Price Adjustment Calculation for the Month of: May / 20 26

N Monthly Asphalt Price Adjustment per Ton = \$10.856

O Quarterly PPI Price Adjustment Percentage (%) = 5.00%

P Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance = 94.10%

Q Quarterly PPI Price Adjustment (M x O x P) = \$3.764

R1 Polymer Modification **(Not Requested)** per Ton

R2 Polymer Fibers **(Not Requested)** per Ton

S Price Material w/ Price Adjustments (M + N) + (Q) + (R1) + (R2) = **\$94.620 per Ton**

Delivery Cost Calculation:

Estimated Haul Distance: 13.40 Miles

T Price Ton/Mile Hauling (0 - 1 Mile) = \$5.000 per Ton

U Price Ton/Mile Hauling (1 + Miles) = \$0.500 per Ton

V Total Delivery Cost: T + [U x (Estimated Haul Distance -1)] = **\$11.200 per Ton**

W Total Tons 714.000

X Total Material plus Delivery Cost (S + V) x Total Tons = **\$75,555.480**

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Material #3: Not Requested by User

Y	Price (F.O.B. Price for Material) = _____	per Ton	
	<i>Material #3 - Price Adjustment Calculation for the Month of:</i>		
		May	/ 20 26
Z	Monthly Asphalt Price Adjustment per Ton =	\$0.000	
A1	Quarterly PPI Price Adjustment Percentage (%) =	0.00%	
B1	Difference of 100% Material Minus Total % Asphalt plus Fuel Allowance =	0.00%	
C1	Quarterly PPI Price Adjustment (Y x A1 x B1) =	\$0.000	
D1	Polymer Modification (Not Requested)	_____	per Ton
D2	Polymer Fibers (Not Requested)	_____	per Ton
E1	Price Material w/ Price Adjustments (Y + Z) + (C1) + (D1) + (D2) =	\$0.000	per Ton
<i>Delivery Cost Calculation:</i>			
	Estimated Haul Distance: _____	Miles	
F1	Price Ton/Mile Hauling (0 - 1 Mile) =	_____	per Ton
G1	Price Ton/Mile Hauling (1 + Miles) =	_____	per Ton
H1	Total Delivery Cost: F1 + [G1 x (Estimated Haul Distance -1)] =	\$0.000	per Ton
I1	Total Tons _____	0.000	
J1	Total Material plus Delivery Cost (E1 + H1) x Total Tons =	\$0.000	

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Optional Items:

Optional Items Not Requested by the User will be Grayed Out

Price per Day per Paver with Operator = _____

Number of Pavers = 0

Number of Days = _____

Total Paver with Operator = \$0.000

Price per Day per Paver with Operator & Screed Person = \$4,000.000

Number of Pavers = 1

Number of Days = 8.00

Total Paver With Operator & Screed Person = \$32,000.000

Paver Mobilization per Project = \$1,500.000 Total # of Pavers = 1

Total Paver Mobilization per Project = \$1,500.000

Price per Day per 10-Ton Static Roller = _____

Number of Rollers = 0

Number of Days = _____

Total 10-Ton Static Roller(s) = \$0.000

Price per Day per 10-Ton Static Roller with Operator = \$1,500.000

Number of Rollers = 1

Number of Days = 8.00

Total 10-Ton Static Roller(s) with Operator = \$12,000.000

Price per Day per 10-Ton Vibratory Roller = _____

Number of Rollers = 0

Number of Days = _____

Total 10-Ton Vibratory Roller(s) = \$0.000

Price per Day per 10-Ton Vibratory Roller with Operator = \$1,500.000

Number of Rollers = 1

Number of Days = 8.00

Total 10-Ton Vibratory Roller(s) with Operator = \$12,000.000

Roller Mobilization per Project (per Roller) = \$1,000.000 # of Rollers = 2

Total Roller(s) Mobilization per Project = \$2,000.000

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Optional Items (Cont'd):

Price per Day per Skidsteer with Milling Head = _____

Number of Skidsteers = 0 Number of Days = _____

Total Skidsteer(s) with Milling Head = \$0.000

Price per Day per Skidsteer with Milling Head with Operator = _____

Number of Skidsteers = 0 Number of Days = _____

Total Skidsteer(s) with Milling Head with Operator = \$0.000

Skidsteer Mobilization per Project = _____ # of Skidsteer = 0

Total Skidsteer(s) Mobilization per Project = \$0.000

Price per Day per Water Tank = _____

Number of Water Tanks = 0 Number of Days = _____

Total Water Tank(s) = \$0.000

Price per Day per Water Tank with Operator = \$1,300.000

Number of Water Tanks = 1 Number of Days = 14.00

Total Water Tank(s) with Operator = \$18,200.000

Water Tank Mobilization per Project = \$1,000.000 # of Water Tanks = 1

Total Water Tank(s) Mobilization per Project = \$1,000.000

Price Work Zone Traffic Control = _____ Number of Days = _____

Total Work Zone Traffic Control = \$0.000

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Optional Items (Cont'd):

Price Optional Flagger per Day = _____

Number of Flaggers = 0 Number of Days = _____

Total Optional Flagger(s) = \$0.000

Price Optional General Laborer per Day = _____

Number of General Laborers = 0 Number of Days = _____

Total Optional General Laborer(s) = \$0.000

Price Optional Pilot Vehicle with Driver per Day = _____

Number of Pilot Vehicles = 0 Number of Days = _____

Total Optional Pilot Vehicle(s) with Driver = \$0.000

Price Each Optional Additional Construction Sign = _____

Number of Signs = 0

Total Optional Additional Construction Signs = \$0.000

Price per Linear Foot for Abrading Existing Pavement Markings by the Contractor
with Work Zone Traffic Control **by the Not Requested** = _____ / LF

Total Linear Feet = 0.000

Total Abrading Existing Pavement Markings = \$0.000

Price per Linear Foot for Joint Adhesive by the Contractor
with Work Zone Traffic Control **by the Not Requested** = _____ / LF

Total Linear Feet = 0.000

Total Joint Adhesive = \$0.000

AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Optional Items (Cont'd):

Production Cold Milling

Price per Square Yard for Production Cold Milling (depth up to 2") of
Bituminous Concrete with Hauling and Disposal **by the Contractor**
and sweeping the milled surfaces **by the Contractor** = \$4.000 / SY

Total Square Yards = 63,974.000

Total Production Cold Milling = \$255,896.000

Production Cold Micromilling

Price per Square Yard for Production Cold Micromilling (depth less than 2") of
Bituminous Concrete with Hauling and Disposal **by the Contractor** Not Requested
and sweeping the milled surfaces **by the Contractor** = / SY

Total Square Yards = 0.000

Total Production Cold Micromilling = \$0.000

Mobilization Production Cold Milling and/or Micromilling

Price Milling Machine Mobilization per Project = \$2,363.536

of Milling Machines = 1

Total Milling / Micromilling Mobilization per Project = \$2,363.536

Total Amount for Cold Milling/Micromilling plus Mobilization = \$258,259.536

OCP Insurance =

Total Amount for Optional Items = \$336,959.536

**AWARD# 23371 - GROUP - 31502
COMPREHENSIVE BITUMINOUS CONCRETE
(Asphalt Mix and Cold Patch) (Statewide)
ASPHALT MIX - QUICK QUOTE**

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE CALCULATION

Project Name: 2026 Paving Project # 0

Project's Total Cost including all the Price Adjustments for: May / 20 26

Project's Total Cost including Price Adjustments =

\$1,221,630.880

Contractor Agrees to Supply ☒ Yes

Contractor Agrees to Meet the Proposed Schedule by Authorized User ☒ Yes

Contractor:

Print Name TILCON NEW YORK INC. Date 05/12/26

Contractor's Signature Don Moore, Jr.

NOTE:

1. The Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project was actually performed (unless this happens outside of the contract period, see clause "Monthly Asphalt Price Adjustments" within the General Specifications document) .
2. The Contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the Contractor any time during the quick quote process.



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	Group 31502 Comprehensive Bituminous Concrete (Asphalt Mix and Cold Patch) (Statewide) Classification Code(s): 30
Award Number	:	23371 (Replaces Award 23291)
Contract Period	:	April 1, 2025 to March 31, 2027
Bid Opening Date	:	December 12, 2024
Date of Issue	:	April 1, 2025 (<i>Revised 07/09/2026</i>)
Specification Reference	:	SPEC-949 dated October 15, 2024
Contractor Information	:	Appears on Pages 4-22 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Spencer Koenig Title : Contract Management Specialist 1 Phone : 518-473-9122 E-mail : ogs.sm.PS.Road.Materials@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Description

Bituminous Concrete is a mixture of stone of various sizes and liquid bituminous material. The mixture is heated and proportioned in a bituminous concrete plant and compacted on a road in a heated state. Once the material cools, it becomes a hard durable material. Bituminous concrete is used for road maintenance. Cold patch is also referred to as stockpile patch. It is a non-heated mixture of liquid bituminous material and stone of various sizes and special ingredients that allow it to be easily handled for placement in potholes but hardens when compacted in those same potholes.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23371

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SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70617	All States Construction, Inc. dba Gorman Construction 200 Church Street Albany, NY 12202 Albany County	Toll-Free #: 1-800-332-7795 Phone #: 518-462-5401 x5109 Contact: Kayla Bessette Email: kbessette@asmg.com Website: www.asmg.com	04-2216868 1000011021
Contractor <u>does not</u> accept orders using NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-932-8676 Contact: Kayla Bessette Email: kbessette@asmg.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70618	Alliance Asphalt, LLC 790 Lawrence Street Rome, NY 13440	Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com	84-1954898 1100253493
SB 55	Oneida County	Website: www.materialsandgravel.com/alliance-asphalt	
Contractor accepts NYS Procurement Card for orders up to \$50,000			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com			
Business Hours: 6:00am – 4:00pm (M-F) Saturday: 1/2 Day by Appointment Only			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70619	Asphalt Supply of Long Island, LLC 56 Comsewogue Road East Setauket, NY 11733	Phone #: 631-473-0200 Contact: Helene Vecchia Email: asphaltsupply@optonline.net	46-2449664 1100136087
SB 6	Suffolk County		
Contractor accepts NYS Procurement Card for orders up to \$50,000			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-365-5235 Contact: Joesph Arpino Email: joesp@optonline.net			
Business Hours: 7:00am – 3:30pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70620 SB 100	Barre Stone Products, Inc. 14120 West Lee Road Albion, NY 14411 Orleans County	Phone #: 585-589-4481 Contact: Mark D. Keeler Email: mkeeler@keelerconstruction.com Website: www.barrestone.com	16-1274400 1000007971
Contractor <u>does not</u> accept orders using NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 585-589-4481 Contact: Mark D. Keeler Email: mkeeler@keelerconstruction.com			
Business Hours: 8:00am – 5:00pm (M-F) Saturday: Seasonal			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70621	Barrett Paving Materials, Inc. 26572 NYS Route 37 Watertown, NY 13601 Jefferson County	Phone #: 315-788-2037 Contact: Jeremy Brown Email: jbrown@barrettpaving.com Website: www.barrettpaving.com	13-3003901 1000038867
Contractor <u>accepts</u> NYS Procurement Card for orders up to \$50,000			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 315-788-2037 Contact: Jeremy Brown Email: jbrown@barrettpaving.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70622 SB 1	Black Gold Industries, Inc. PO Box 306 Ridge, NY 11961 Suffolk County	Phone #: 631-878-1676 Contact: Nick Garone Email: xcel123@aol.com	05-0620795 1100010716
Contractor <u>does not</u> accept orders using NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-878-1676 Contact: Nick Garone Email: xcel123@aol.com			
Business Hours: 9:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70623 SB 72	Broome Bituminous Products, Inc. 416 Prentice Road Vestal, NY 13850 Broome County <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>	Phone #: 607-729-0498 Contact: Daniel W. Gates Email: dgates@broomebit.com <u>Emergency or Weekends/Holidays</u> Phone #: 607-729-0498 Contact: Daniel W. Gates Email: dgates@broomebit.com Business Hours: 7:00am – 5:00pm (M-F)	16-1275720 1000015652
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70624 SB 3	Broome-Tioga Bituminous Products, Inc. 3818 State Route 17C Tioga, NY 13845 Tioga County <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>	Phone #: 607-729-0498 Contact: Walt Rouse Email: wrouse@broomebit.com <u>Emergency or Weekends/Holidays</u> Phone #: 607-729-0498 Contact: Walt Rouse Email: wrouse@broomebit.com Business Hours: 7:00am – 5:00pm (M-F)	45-1154292 1100024751
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70625	Callanan Industries, Inc. PO Box 15097 Albany, NY 12212-5097 Albany County <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>	Toll-Free #: 1-800-446-8649 Phone #: 518-225-2539 Contact: James Elacqua Email: CallananCapitalBids@callanan.com Website: www.callanan.com <u>Emergency or Weekends/Holidays</u> Toll-Free #: 1-800-446-8649 Phone #: 518-225-2539 Contact: James Elacqua Email: james.elacqua@callanan.com Business Hours: 7:00am – 4:00pm (M-F) Saturday & Sunday: Seasonal – Please Contact First	14-1539261 1000027416

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70626 SB 4	Cambria Asphalt Products, Inc. 5204 Lockport Junction Road Lockport, NY 14103 Niagara County	Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com	26-4502642 1100080634
Contractor accepts NYS Procurement Card for orders up to \$50,000			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com			
Business Hours: 7:00am – 3:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70627 SB 4	Chenango Concrete Corporation 145 Podpadic Road Richmondville, NY 12149 Schoharie County	Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com Website: www.Lancasterdevelopment.com	16-1296603 1000015698
Contractor accepts NYS Procurement Card for orders up to \$50,000			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com			
Business Hours: 8:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70628	Cobleskill Stone Products, Inc. PO Box 220, 112 Rock Road Cobleskill, NY 12043 Schoharie County	Phone #: 518-365-1736 Contact: Mike M. Moore Email: mmoore@cobleskillstone.com	14-1646795 1000006949
Contractor <u>does not</u> accept NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-365-1736 Contact: Mike M. Moore Email: mmoore@cobleskillstone.com			
Business Hours: 6:00am – 4:30pm (M-F) Saturday: 7:00am – 12:00 noon / Closed Sunday			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70629	Colarusso Blacktop, a Division of A. Colarusso & Son, Inc. 91 Newman Rd, PO Box 302 Hudson, NY 12534	Phone #: 518-828-3218 Contact: Sean McCarthy Email: smccarthy@acolarusso.com Website: www.acolarusso.com	14-1424400 1000006693
SB 7	Columbia County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-821-0432 Contact: JR Heffner Email: jrh@acolarusso.com			
Business Hours: 7:00am – 4:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70630	County Line Stone Co., Inc. 4515 Crittenden Road Akron, NY 14001	Phone #: 716-542-5435 Contact: Melissa Sedita Email: melissa@clstone.us	16-0836378 1000007535
SB 34	Erie County	Website: www.clstone.us	
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 716-542-5435 Contact: Bradley M. Buyers Email: brad@clstone.us			
Business Hours (M-F): Winter – 7:00am – 3:30pm Saturday & Sunday: May – October 7:00am – 12:00 noon			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70631	Cushing Stone Company, Inc. 725 State Highway 5S Amsterdam, NY 12010	Phone #: 518-887-2521 Contact: James M. Loucks Email: cushingstone@cranesville.com	14-0594140 1000006626
SB 20	Montgomery County		
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-858-2774 Contact: James M. Loucks Email: cushingstone@cranesville.com			
Business Hours: 7:00am – 4:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70632 SB 88	Dalrymple Gravel & Contracting Co., Inc. 2105 South Broadway Pine City, NY 14871 Chemung County	Phone #: 607-737-6200 Cell #: 607-738-5651 Contact: Jason Strawser Email: jstrawser@dalgravel.com or estimating@dalgravel.com	16-0399910 1000007432
<i>Contractor accepts NYS Procurement Card for orders from \$1 up to \$10,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-737-6200 Cell #: 607-738-5651 Contact: Jason Strawser Email: jstrawser@dalgravel.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70633	Dolomite Products Company, Inc. 800 Parker Hill Drive, Suite 400 Rochester, NY 14625 Monroe County	Phone #: 607-968-1156 Contact: Jonathan Cook Email: jcook@dolomitegroup.com	16-0410930 1000007433
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-968-1156 Contact: Jonathan Cook Email: jcook@dolomitegroup.com			
Business Hours: 7:00am – 3:45pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70634 SB 6	East Island Asphalt Corp. 1217 Speonk Riverhead Road Speonk, NY 11972 Suffolk County	Phone #: 631-878-8127 Contact: Jen Puco Email: jpuco@rosemar.com	20-4608101 1100013221
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-466-2037 Contact: Jen Puco Email: jpuco@rosemar.com			
Business Hours: 7:00am – 5:00pm (M-F) Saturday & Sunday: As Needed			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70635 SB 6	Elmira Road Materials, LLC 170 East Service Road Binghamton, NY 13901 Broome County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 607-245-6101 Contact: Jeffrey M. O'Brien Email: JeffOBrien@ermllcnyc.com <u>Emergency or Weekends/Holidays</u> Phone #: 607-245-6101 Contact: Jeffrey O'Brien Email: JeffOBrien@ermllcnyc.com Business Hours: 7:00am – 3:00pm (M-F) Saturday: 7:00am – Noon	20 8422330 1000016804
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70636	Gernatt Asphalt Products, Inc. 13870 Taylor Hollow Road Collins, NY 14034 Erie County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 716-532-3371 Contact: Matthew De Vinney Email: mdevinney@gernatt.com Website: www.gernatt.com <u>Emergency or Weekends/Holidays</u> Phone #: 716-532-3371 Contact: Matthew De Vinney Email: mdevinney@gernatt.com Business Hours: 7:00am – 4:30pm (M-F) Saturday & Sunday: 7:00am – Noon (Seasonal Only)	16-0847121 1000007542
<u>Note: OGS has executed a contract assignment for (PC70637) Heidelberg Materials Northeast NY, LLC</u> <u>The contract has been assigned to (PC70899) Heidelberg Materials Northeast, LLC</u>			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70637	Heidelberg Materials Northeast NY, LLC		16-0928494 1000028456
PC70899	Heidelberg Materials Northeast, LLC 5126 So. Onondaga Road, PO Box A Nedrow, NY 13120 Onondaga County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 315-727-8839 Contact: James LeMura Email: james.lemura@heidelbergmaterials.com <u>Emergency or Weekends/Holidays</u> Phone #: 315-727-8839 Contact: James LeMura Email: james.lemura@heidelbergmaterials.com Business Hours: 8:00am – 5:00pm (M-F)	24-0649400 1100340116

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70638 SB 10	HH Rauh Paving, Inc. 2209 Allen Street Extension Jamestown, NY 14701 Chautauqua County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 716-664-1900 Contact: Tyler Nelson/Steve McGill Email: tyler@hhrauhpaving.com or smcgill@hhrauhpaving.com <u>Emergency or Weekends/Holidays</u> Phone #: 716-397-7469 Contact: Tyler Nelson Email: tyler@hhrauhpaving.com Business Hours: 8:00am – 5:00pm (M-F)	20-1156331 1100254470
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70639	Holcim Quarries NY, Inc. 75 Pineview Dr, Suite #100 Amherst, NY 14228 Erie County <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>	Phone #: 716-505-5300 Contact: Kim Paul Email: kimberly.paul@holcim.com Website: www.holcim.com <u>Emergency or Weekends/Holidays</u> Phone #: 716-783-2405 Contact: John Norton Email: john.norton@holcim.com Business Hours: 8:00am – 4:30pm (M-F)	16-1375200 1100221864
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70640 SB 50	J.E. Sheehan Contracting Corporation 208 Sissonville Road Potsdam, NY 13676 St. Lawrence County <i>Contractor <u>does not</u> accept NYS Procurement Card</i>	Phone #: 315-265-8427 Contact: Nick Sheehan Email: nickshehan@jesheehan.net <u>Emergency or Weekends/Holidays</u> Phone #: 315-212-0785 Contact: Nick Sheehan Email: nickshehan@jesheehan.net Business Hours: 7:00am – 5:00pm (M-F)	16-1247659 1000028876

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70641	Jamestown Macadam, Inc. 74 Walden Avenue Jamestown, NY 14701 Chautauqua County	Phone #: 716-664-5108/716-499-4927 Contact: Steve Russo Email: srusso@jmi-corp.com Website: www.jmi-corp.com	16-0971315 1000007629
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 716-664-5108/716-499-4927 Contact: Steve Russo Email: srusso@jmi-corp.com			
Business Hours: 7:00am – 4:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70642	Jocar Asphalt, LLC dba Rason Materials PO Box 530 Old Bethpage, NY 11804 Nassau County	Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com	45-4924901 1100080600
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70643	Jointa Lime Company 269 Ballard Road Wilton, NY 12831 Saratoga County	Phone #: 518-584-2421 Contact: Peter Fitzgerald Email: pbfitzgerald@dacollins.com Website: https://dacollinscompanies.com/	14-0784630 1100176453
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-365-9879 Contact: Peter Fitzgerald Email: pbfitzgerald@dacollins.com			
Business Hours: 8:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70644	Kings Park Materials, LLC PO Box 530 Old Bethpage, NY 11804 Nassau County	Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com	82-4822716 1100220659
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70645	Lydel Brookhaven Corp. 19B Stiriz Road Brookhaven, NY 11719	Phone #: 631-878-8127 Contact: Jen Puco Email: jpuco@rosemar.com	27-2218892 1100089610
SB 10	Suffolk County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-466-2037 Contact: Jen Puco Email: jpuco@rosemar.com			
Business Hours: 7:00am – 5:00pm (M-F)			
Saturday & Sunday: As Needed			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70646	Monticello Black Top Corp. PO Box 95, 80 Patio Drive Thompsonville, NY 12784	Phone #: 845-434-7280 Contact: Joseph W. Gottlieb Email: gotteng@verizon.net	14-1483537 1100254501
SB 4	Sullivan County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 845-856-2390 Contact: Joseph W. Gottlieb Email: gotteng@verizon.net			
Business Hours: 7:00am – 3:30pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70647	Morlyn Asphalt Corp. 1936 State Route 17B White Lake, NY 12786	Phone #: 845-250-4001 Contact: Maureen Cowger Email: maureen@mastenterprises.com	14-1809680 1000027942
SB 5	Sullivan County	Website: www.mastenterprises.com	
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 845-798-5097			
Contact: Luke Bernas			
Email: lukeb@mastenterprises.com			
Business Hours: 7:00am – 4:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70648	New Castle Asphalt, LLC 125 Defreest Drive Troy, NY 12180 Rensselaer County	Phone #: 518-729-5782 Contact: Lou Callahan Email: Lcallahan@newcastleasphalt.com	27-3457889 1100056556
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-874-6029			
Contact: Kenneth Rifenburg			
Email: Krifenburg@canllc.net			
Business Hours: 7:00am – 4:00pm (M-F)			
Saturday & Sunday: Upon Request			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70649	New Enterprise Stone & Lime Co, Inc. 500 Como Park Blvd. Buffalo, NY 14227 Erie County	Phone #: 716-826-7310 Contact: Robert Warrington Email: Rwarrington@nesl.com Website: www.nesl.com	23-1374051 1100008287
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 716-339-5339			
Contact: Denise Jozwiak			
Email: djozwiak@nesl.com			
Business Hours: 7:00am – 4:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70650 SB 14	Northern Asphalt, LLC 6131 East Taft Road North Syracuse, NY 13212 Onondaga County	Phone #: 585-370-4002 Contact: Richard J. Riccelli Email: richard.riccelli@riccellienterprises.com Website: www.riccelli-northern.com	46-5087422 1100176439
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u> Phone #: 585-370-4002 Contact: Richard J. Riccelli Email: richard.riccelli@riccellienterprises.com Business Hours: 8:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70651	N.Y. Materials, LLC. 29 Edison Avenue Mount Vernon, NY 10550 Westchester County	Phone #: 914-699-3370 Contact: Joseph Palushaj Email: joe@rcaasphalt.com	01-0575979 1000010879
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u> Phone #: 914-512-3948 Contact: Joseph Palushaj Email: joe@rcaasphalt.com Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70652	Pallette Stone Corporation 269 Ballard Road Wilton, NY 12831 Saratoga County	Phone #: 518-584-2421 Contact: David Santos Email: dsantos@dacollins.com Website: www.dacollinscompanies.com	14-0951322 1000006634
<i>Contractor <u>accepts</u> NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u> Phone #: 518-365-9879 Contact: David Santos Email: dsantos@dacollins.com Business Hours: 8:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70653	Peckham Materials Corp. 763 Schoharie Turnpike Athens, NY 12015 Greene County	Phone #: 518-792-3157 (O) or 315-289-2868 (C) Contact: Caleb Edelstein Email: cedel@peckham.com Website: www.peckham.com	14-1470013 1000006732
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-792-3157 (O) or 315-289-2868 (C) Contact: Caleb Edelstein Email: cedel@peckham.com			
Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70654	Posillico Materials, LLC 1750 New Highway Farmingdale, NY 11735 Suffolk County	Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com Website: www.posillicoinc.com	11-2528502 1000037948
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com			
Business Hours: 8:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70655	Posillico Materials East, LLC 1750 New Highway Farmingdale, NY 11735 Suffolk County	Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com Website: www.posillicoinc.com	82-2131723 1100201579
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-390-5706 Contact: Chuck Forte Email: cforte@posillicoinc.com			
Business Hours: 8:00am – 5:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70656	PRO Asphalt, LLC 800 Canal Street Mount Vernon, NY 10550 Westchester County	Phone #: 914-699-3370 Contact: Adriane Casterella Email: Adriane@PROAsphaltNY.com	81-3396938 1100200093
Contractor <u>does not</u> accept NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 914-263-3701 Contact: Adriane Casterella Email: Adriane@PROAsphaltNY.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70657	Rason Materials, Inc. PO Box 530 Old Bethpage, NY 11804 Nassau County	Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com	84-2606244 1100254429
Contractor <u>does not</u> accept NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 631-334-1959 Contact: Ryan Freeman Email: FreemanRyan@hotmail.com			
Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70658	RCA Asphalt, LLC. 7 Edison Avenue Mount Vernon, NY 10550 Westchester County	Phone #: 914-263-3701 Contact: Adriane Casterella Email: sales@RCAAsphalt.com Website: www.RCAAsphalt.com	13-4031958 1000013476
Contractor <u>does not</u> accept NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 914-263-3701 Contact: Adriane Casterella Email: sales@RCAAsphalt.com			
Business Hours: 7:00am – 3:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70659	Scatt Materials Corp. 44 South 4 th Street Bay Shore, NY 11706 Suffolk County	Phone #: 631-586-0554 Contact: Thomas Pratt Email: TPratt@PrattBrothers.com	11-2607021 1000054341
<i>Contractor <u>does not</u> accept NYS Procurement Card</i> <u>Emergency or Weekends/Holidays</u> Phone #: 631-586-0554 Contact: Thomas Pratt Email: TPratt@PrattBrothers.com Business Hours: 7:00am – 3:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70660	Seneca Stone Corporation 2747 Canoga Road Seneca Falls, NY 14871	Phone #: 315-729-3173 Contact: Scott Buck Email: sales@senecastone.com	16-1124518 1000007782
SB 81	Seneca County		
<i>Contractor accepts NYS Procurement Card for orders from \$1 up to \$5,000</i> <u>Emergency or Weekends/Holidays</u> Phone #: 315-729-3173 Contact: Scott Buck Email: sales@senecastone.com Business Hours: 8:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70661	Shelby Crushed Stone, Inc. 10830 Blair Road Medina, NY 14103	Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com	20-2421945 1000018998
SB 14	Orleans County		
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i> <u>Emergency or Weekends/Holidays</u> Phone #: 585-798-4501 Contact: Thomas Biamonte Email: tom@shelbystone.com Business Hours: 7:00am – 3:30pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70662 SB 73	Spallina Materials, Inc. PO Box 89 West Bloomfield, NY 14585 Monroe County	Phone #: 585-658-2248 Contact: Todd Krenzer Email: tkrenzer@spallinamaterials.com Website: www.spallinamaterials.com	20-4484008 1000008635
Contractor accepts NYS Procurement Card for orders from \$1,000 up to \$50,000			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 585-233-8084 Contact: Todd Krenzer Email: tkrenzer@spallinamaterials.com			
Business Hours: 7:00am – 3:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70663	Suit-Kote Corporation 1911 Lorings Crossing Road Cortland, NY 13045 Cortland County	Toll-Free # 800-622-5636 Phone #: 315-238-7053 x351 Contact: Brian Pepper Email: bpepper@suit-kote.com Website: www.suit-kote.com	16-1177189 1000007846
Contractor <u>does not</u> accept NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-591-9234 Contact: Joe Peronne Email: jperonne@suit-kote.com			
Business Hours: 7:30am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70664	Tetz Asphalt, LLC 63 Cemetery Road Middletown, NY 10940 Orange County	Phone #: 845-591-9491 Contact: Joe Tetz III Email: jtetz3@peckham.com Website: www.peckham.com	20-8397319 1000019951
Contractor <u>does not</u> accept NYS Procurement Card			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 845-591-9191 Contact: Joe Tetz III Email: jtetz3@peckham.com			
Business Hours: 7:00am – 4:00pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70665	T. H. Kinsella, Inc. PO Box 7 Fayetteville, NY 13066	Phone #: 315-637-3390 Contact: Greg Tracy Email: gtracy@thkinsella.com	16-0927249 1000007600
SB 50	Onondaga County	Website: www.kinsellaquarries.com <i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i> <u>Emergency or Weekends/Holidays</u> Phone #: 315-247-3612 Contact: Greg Tracy Email: gtracy@thkinsella.com Business Hours: 7:00am – 4:15pm (M-F)	
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70666	Thalle Industries, Inc. 172 Route 9 Fishkill, NY 12550	Phone #: 845-896-5156 x2 Contact: Taylor Brown Email: tbrown@thalleindustries.com	13-3277028 1000054739
SB 55	Dutchess County	<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i> <u>Emergency or Weekends/Holidays</u> Phone #: 914-291-3689 Contact: Michael Keahon Email: mkeahon@thalleindustries.com Business Hours: 6:00am – 3:30pm (M-F)	
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70667	Tilcon New York, Inc. 9 Entin Road Parsippany, NJ 07054 Out of State	Toll-Free #: 800-789-7625 Phone #: 973-366-7741 Contact: Don Moore Email: dcmoore@tilconny.com Website: www.tilconny.com	06-1032119 1000036520
		<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i> <u>Emergency or Weekends/Holidays</u> Toll-Free #: 800-789-7625 Phone #: 973-366-7741 Contact: Don Moore Email: dcmoore@tilconny.com Business Hours: 6:00am – 5:00pm (M-F)	

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70668	Tri-City Highway Products, Inc. 145 Podpadic Road Richmondville, NY 12149	Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com	16-1634151 1000044200
SB 64	Schoharie County	Website: www.lancasterdevelopment.com	
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-294-9964 Contact: Martin A Galasso Jr. Email: martyjr@lancdev.com			
Business Hours: 8:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70669	Troy Sand & Gravel Co., Inc. 34 Grange Road West Sand Lake, NY 12196	Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com	20-3172003 1000055560
SB 55	Rensselaer County	Website: www.troysand&gravel.com	
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-391-1276 Contact: Kevin Frederick Email: kevinfr@bondedconcrete.com			
Business Hours: 6:00am – 4:00pm (M-F)			
Saturday: 1/2 Day by Appointment			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70670	Unique Paving Materials Corp. 3993 East 93 rd Street Cleveland, OH 44105 Out of State	Toll-Free #: 1-800-441-4880 Phone #: 216-441-4880 Contact: Customer Service Email: CS@UniquePavingMaterials.com	34-1601338 1000031353
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000 with a minimum purchase of 1 ton Cold Mix.</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 585-944-6660 Contact: Tony Guizzotti Email: tguizzotti@uniquepavingmaterials.com			
Business Hours: 7:30am – 4:30pm (M-F)			

<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70671	Upstone Materials, Inc. 111 Quarry Road Plattsburgh, NY 12901 Clinton County	Toll-Free #: 518-807-1456 or 518-536-3627 Phone #: 518-807-1456 or 518-536-3627 Contact: Jonathan Maginn or Wendy Miller Email: jmaginn@upstonematerials.com or wmiller@upstonematerials.com	82-1158917 1100184717
<i>Contractor accepts NYS Procurement Card for orders from \$30 up to \$50,000</i>			
<u>Emergency or Weekends/Holidays</u>			
Toll-Free #: 518-807-1456 Phone #: 518-807-1456 Contact: Jonathan Maginn Email: jmaginn@upstonematerials.com			
Business Hours: 7:00am – 4:30pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70672	Vestal Asphalt, Inc. 201 Stage Road Vestal, NY 13850	Phone #: 607-341-3383 Contact: Chris Musser Email: dispatch@vestalasphalt.com	16-1201418 1000007868
SB 83	Broome County	Website: www.vestalasphalt.com	
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 607-641-2667 Contact: Jim Unkel Email: contracts@vestalasphalt.com			
Business Hours: 7:00am – 5:00pm (M-F)			
<u>Contract #</u>	<u>Contractor Name & Address</u>	<u>Contact Information</u>	<u>Fed. ID #/ NYS Vendor ID #</u>
PC70673	William E. Dailey, Inc. 295 Airport Road Shaftsbury, VT 05265 Out of State	Phone #: 518-791-7417 Contact: Dan Dearstyne Email: ddear@peckham.com Website: www.peckham.com	03-0191348 1000042655
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			
<u>Emergency or Weekends/Holidays</u>			
Phone #: 518-791-7417 Contact: Dan Dearstyne Email: ddear@peckham.com			
Business Hours: 8:00am – 4:30pm (M-F)			

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See "Purchasing Card Orders & Invoicing and Payment" Sections 6.8 and 6.9 in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SECTION 1: CONTRACTOR INFORMATION (Cont'd)

1.2 Small, Minority and Women-Owned Businesses

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

1.3 Recycled, Remanufactured and Energy Efficient Products

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.4 Note to Authorized Users

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

SECTION 1: CONTRACTOR INFORMATION (Cont'd)

1.5 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$45,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.6 Procurement Instructions for Authorized Users

The resultant Contracts will be issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

SECTION 2: QUICK QUOTE

2.1 How to Use the Contract

How do I choose a contractor for Hot Mix Asphalt or Cold Patch?

To look for Hot Mix Asphalt or Cold Patch Contractors, please refer to the price pages published on the OGS Procurement Services webpage. The price pages contain the maximum price that the contractor can charge for each item. That price may be lowered through the Quick Quote process.

May I buy from any contractor or do I have to choose only from the contractors listed in my DOT Region or county?

Authorized Users of this contract can choose ANY of the contractors listed in this Contract Award Notification, without restrictions. Only Contractors that listed in this award may be used as part of this contract.

There are no purchasing restrictions by NYSDOT Region or by County when selecting a contractor. Please consider all the closest listed awardees located in your county and all the counties around you (including the surrounding counties that fall in a different NYSDOT Region) before sending the included Quick Quote Form.

Is a listed contractor on this Award allowed to increase the price included in this Contract Award Notification?

At no time may a unit price (without the Price Adjustment) for a specific item exceed the unit price shown in this Contract Award Notification. However, the user should be aware that this unit price doesn't include the Price Adjustment(s) set by the pricing information clause and the contractor is within his/her right to ask for that Price Adjustment.

Is the Quick Quote Worksheet mandatory when using this contract?

The use of the Quick Quote Worksheet will be MANDATORY for all purchases using the Contract(s) contained in this Contract Award Notification, with the only exception for cases where the material is being picked up by the user (at the plant). In those cases, the use of the Quick Quote will be optional (at the user's discretion).

2.2 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for projects. Contractors may do so through the agencies use of the "quick quote" procedure.

2.3 Quick Quote

Authorized Users may select the appropriate Contractor to perform their particular project by using the quick quote ("Quick Quote") worksheet form ("Quick Quote Worksheet").

During the course of selecting and awarding one of the Contractors listed in this Contract, Authorized Users should try to obtain lower prices and Contractors may wish to lower their Contract prices for various reasons, i.e., excess supply, slow business, etc. Each Quick Quote situation is unique and the price is firm for that particular project only. If Bid security is a concern, the Authorized User may require Bids to be sealed and/or opened publicly.

The use of the Quick Quote Worksheet will be MANDATORY for all purchases made by any Authorized User through the Contract(s) resulting from this IFB, with the only exception being for cases where the material is being picked up by the Authorized User (at the facility). In those cases, the use of the Quick Quote Worksheet will be optional (at the Authorized User's discretion).

SECTION 2: QUICK QUOTE (Cont'd)

The Template Quick Quote Worksheet will be published on the NYS OGS website (on the Contract's landing page) once the Contract is awarded.

The Quick Quote Worksheet should be sent to the Contractors in its MS Excel format. The Contractor at that point should quick quote every single line item that the Authorized User is requesting. If the Price Pages published by OGS show a No Bid (NB) or a No Award (NA) for one of the Contractor's line items, that Contractor won't be able to bid the entire Quick Quote. Under those circumstances, if a Quick Quote is received from such Contractor, the Authorized User should reject it.

Agencies using the Quick Quote are required to award to the lowest responsive Bid meeting the Authorized User's requirements outlined in the requested quote. There are no negotiations permitted following the "Quick Quote" and prices cannot be changed once offered. If award is made to other than the lowest Bid, the Authorized User must prepare detailed documentation explaining the action taken for the failure to meet requirements (e.g., the low Contractor could not provide the product in the time frame required, Contractor did not have needed equipment, etc.). This explanation along with the worksheets must be made a part of the procurement record.

Contractors are not required to lower prices when they receive a Quick Quote Worksheet. They may quote the Contract price. However, at no time may a Quick Quote unit price (without the Price Adjustment) exceed the Contract price. Materials cost, hauling expenses, etc., can be lowered by the Contractor during the quick quote process.

Since asphalt price adjustments will be charged/credited to all invoices (after the work is finished), the Authorized User and the Contractor understand that the Project's Total Cost shown on the Quick Quote Worksheet includes all the needed Price Adjustments for the month indicated on the Quick Quote Worksheet (the month when the Quick Quote Worksheet was sent to the Contractor). If the project (or part of the project) is executed in a different month than the one used to calculate the Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

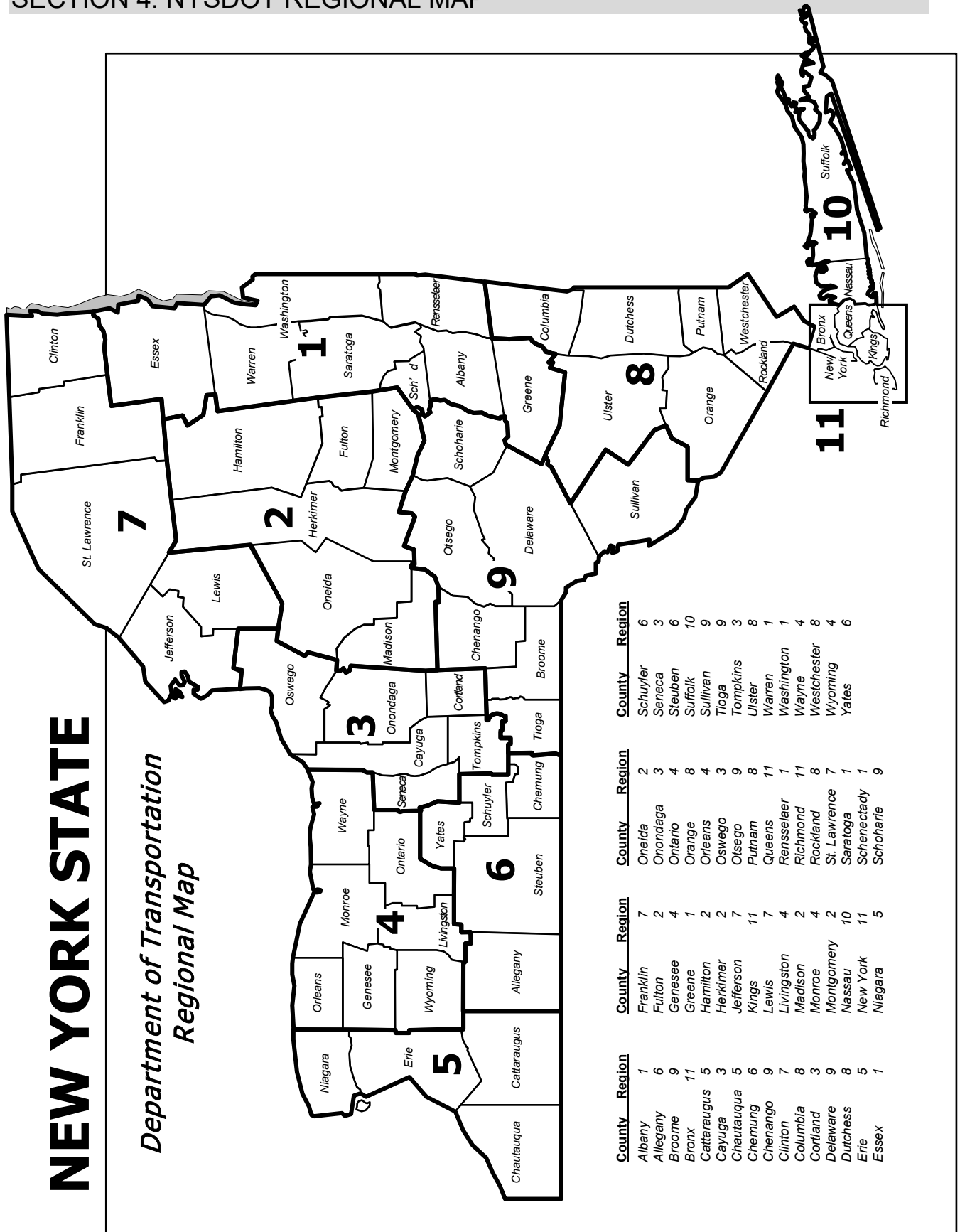
SECTION 3: PRICE PAGES

3.1 Price Pages

See Asphalt Mix and Cold Patch Price Pages at:

<https://online.ogs.ny.gov/purchase/spg/pdftdocs/3150223291a.pdf>

SECTION 4: NYSDOT REGIONAL MAP



SECTION 5: PREVAILING WAGE RATES

5.1 Prevailing Wage Rates - Public Works and Building Services Contracts

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility, rejection of Bid, suspension or termination of Contract.

IMPORTANT NOTE: Authorized Users MUST obtain a separate PRC # for each purchase from this contract where prevailing wage rates apply.

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

[Public Work and Prevailing Wage \(ny.gov\)](#)

For Prevailing Wage Updates, use the following DOL link:

[Public Work and Prevailing Wage \(ny.gov\)](#)

Links to schedule updates appear in the table at the bottom of the web page.

Worker Notification

Labor Law § 220(3-a)(a)(ii) requires Contractors and Subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires Contractors and Subcontractors to *post a notice* at the beginning of the performance of every public work Contract *on each Job Site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from <https://labor.ny.gov/formsdocs/wp/pwformsandpublications.shtm>, or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

*In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

OSHA 10-Hour Construction Safety and Health Course

Labor Law § 220-h requires that on all public work Contracts of at least \$250,000, all laborers, workers, and mechanics working on Site be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised Bids and Contracts for every public work Contract of at least \$250,000 contain a provision of the requirement AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.

Further information may be found at: <https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>

Living Wage

An Authorized User subject to a local law establishing a "living wage", such as Section 6-109 of the New York City Administrative Code, is required to ensure the Contractor sought to be hired complies with such local law. If the pay rate(s) for a job title(s) as set forth in Appendices 7 through 13 – Price Pages is less than the local law "living wage," then the Authorized User subject to such local law cannot use this Contract for such job title(s). Local laws, however, are not a term and condition of the OGS Contract.

SECTION 6: TERMS AND CONDITIONS

6.1 Contract Term and Extensions

- A. Base Term. The Contract shall be in effect for a term of up to two (2) years. Notwithstanding the provisions of Appendix B Section 22, Contract Creation/Execution, the base Contract term shall commence after all necessary approvals and shall become effective on (i) April 1, 2025, or (ii) the date of OSC approval of the final executed Contract documents, whichever is later, and the Contract term shall end on March 31, 2027.
- B. Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended under the same terms and conditions once for an additional period of up to two (2) years, in increments as deemed to be in the best interest of the State. The Contract extension may be exercised on a month-to-month basis such as an additional three-month, six-month, twelve-month, or twenty-four-month period. Whether the optional extension is exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*.
- C. The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

6.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interest of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any previously approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a Federal, State or Local Governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

6.4 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B *Savings/Force Majeure*.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

6.5 Furnished Materials Items – Requirements

If awarded a Contract, Bidder needs to maintain control of the supply of the Product for every approved Asphalt Mix facility submitted with its Bid and for the length of the Contract term.

Asphalt Mix Items only:

Material items furnished under these Contracts (except material item 302.01 - Bituminous Stabilized Course, which could be also produced in a NYSDOT approved Liquid facility) shall be produced in an approved asphalt mixing facility meeting the requirements outlined in Section 401 of the New York State Department of Transportation Standard Specifications with the effective date of January 1, 2025.

Note: material item 302.01 - Bituminous Stabilized Course can also be produced in accordance with option A of Section 302 – Bituminous Stabilized Course of the New York State Department of Transportation, Standard Specifications with the effective date of January 1, 2025.

Cold Patch Items only:

Items 15402.2010 and 15402.2030 can be produced using asphalt batch facility or portable pug mills.

If the Bidder indicates that they intend to supply material from a location other than an approved facility, they must also provide truck scales at that location, meeting the following requirements:

- Truck scales shall be a platform scale conforming to the requirements of National Institute of Standards and Technology Handbook 44 and of sufficient capacity and size to weigh the largest vehicle in one weighing.
- In addition, any truck scale used for determining delivered quantity at the Stockpile Site shall be equipped with an approved recording device of a type approved by the Director, Materials Bureau of DOT. The recording device shall produce a ticket with a time-date print and any two of the following weights: gross, net or tare.

Tare weights shall be printed either by weighing each truck empty for each delivery, or the tare weight may be preset and printed or manually entered on the ticket. When the tare weight is not printed by weighing each truck empty for each delivery, tare weights for each truck shall be checked twice a day or more frequently as required by the NYSDOT Regional Director or their representative. Provisions shall be made so that scales may not be manually manipulated during the printing process. In addition, the system shall be interlocked to allow printing only when the scale has come to a complete rest.

6.6 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B Purchase Orders. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.7 Minimum Order

See Attachment 10 – *General Specifications*, Section 1.3 *Minimum Order* for minimum order requirements for purchases to be made under this Contract.

6.8 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

6.9 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. **The invoice must include detailed line item information matching the different options outlined in the Quick Quote Worksheet (except for the appropriate price adjustment, which should reflect the one for the month when the project was executed) to allow Authorized Users to verify that pricing at point of receipt matches the correct price on the original date of order.** At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

6.10 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.11 Contract Administration

The Bidder shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Bidder shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

6.12 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.13 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

Owners and Contractors Protective Insurance Coverage (“OCP”):

OCP shall be a separate price and shall only be included when specifically called for by an Authorized User. Pricing for OCP is not required at the time of the Bid opening and is not a requirement for Contract award. However, Bidder understands and agrees that by submitting a Bid to this Invitation for Bids, Bidder is required to supply OCP in addition to the above - referenced insurance if any Authorized User, in particular the New York State Department of Transportation (NYSDOT), also requires it. The request for OCP **shall be indicated by the Authorized User on the Quick Quote Worksheet.** If that is the case, all Quick Quotes submitted by Contractors must state the cost for such coverage as part of the Total Cost per Project, and it will be evaluated accordingly by the Authorized User. The charge for OCP insurance will be used to determine the lowest cost for the project. The OCP insurance required shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Quick Quote submitted will only have to show how much the OCP insurance coverage cost will be, the Contractor does not need to provide/buy the actual OCP insurance until Contractor is notified by the Authorized User that Contractor's Quick Quote has been awarded that Project.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.14 Report of Contract Usage

Contractor shall submit Attachment 8 – Report of Contract Usage including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any.

Contractor shall furnish three (3) reports containing total sales for both State Agency and Authorized Non-State Agency Contract purchases no later than ten (10) days after the end of each report period as follows:

Report Period	From	To	Report Due Before
1 st	04/01/2025	03/31/2026	04/15/2026
2 nd	04/01/2026	08/31/2026	09/15/2026
3 rd	09/01/2026	03/31/2027	04/15/2027

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), Small Business Enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to Appendix B *Termination*, and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

6.15 Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBES") and the employment of minority group members and women in the performance of OGS Contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
 - C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.
- III. Equal Employment Opportunity (EEO)
- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any Subcontractors, awarded a Subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State Agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
 - 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
 - B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its Subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its Subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its Subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.
2. Separate audits shall be completed by Contractor and all Subcontractors utilized on this Contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their Subcontractors.
3. In limited instances, the Contractor or Subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or Subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or Subcontractor's total workforce, the Contractor or Subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or Subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as Subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as Subcontractors/suppliers, copies of such Solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the Solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

6.16 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or Suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as Subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

6.17 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B *Remanufactured, Recycled, Recyclable or Recovered Materials*.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.18 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program (“EO 22”), requires State Agencies, authorities, and public benefit corporations (“Affected Entities”) to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A list of currently approved specifications is located on the OGS website at <https://ogs.ny.gov/greenny/approved-greenny-specifications>.

6.19 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any Products containing elemental mercury under this Contract.

6.20 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

6.21 “OGS or Less” Guidelines

Purchases of the Products included in the Solicitation and resulting Contract are subject to the “OGS or Less” provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two business days prior to purchase. In addition, purchases made under “OGS or Less” flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

6.22 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible Non-State Agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. A list of categories of eligible entities is available on the OGS website (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

SECTION 6: TERMS AND CONDITIONS (Cont'd)

6.23 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating State or Governmental jurisdiction may also participate in any resultant Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.24 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

6.25 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

6.26 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

6.27 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 TO
THE CONSTRUCTION CONTRACT
WITH VERDE ELECTRIC MAINTENANCE CORPORATION IN
THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNALS IMPROVEMENTS PROJECT
(PIN #8005.26 AND PIN#8758.75)**

WHEREAS, by Resolution No. 231-2024 of November 12, 2024, the City Council of the City of Newburgh, New York awarded a bid to Verde Electric Maintenance Corporation in the amount of \$6,803,703.96 for the construction of the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75); and

WHEREAS, Verde Electric Maintenance Corporation has submitted Change Order No. 5 to the construction contract adding \$34,993.88 for additional work related to redesigned ornamental sign poles to meet existing conditions and shields and shoring and archaeological monitory of the African Burial Grounds during excavation; and

WHEREAS, funding for Change Order No. 5 will be derived from the City's allocation of CHIPS funds; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 5 with Verde Electric Maintenance Corporation increasing the total contract amount by \$34,993.88 to \$7,827,665.18 in the Broadway Pedestrian and Traffic Signals Improvements Project (PIN#8005.26 and PIN#8758.75).



VIA EMAIL ONLY

July 16, 2026

City of Newburgh
Chad Wade, RLA
Assistant City Engineer
83 Broadway, Newburgh, NY 12550

**RE: PIN 8005.26 & 8758.75 Pedestrian and Traffic Signal
Improvements
City of Newburgh, Orange County
CHANGE ORDER #05**

Dear Mr. Wade:

This serves to inform you the Local Projects Unit approved CO #05:

Bid Price	\$6,803,703.26
CO#01 (New Items)	\$ 988,968.04
CO#02 (Extension of Time)	\$0.00
CO#03 (FCP)	\$0.00
CO#05 (Overruns/Underruns)	\$34,993.88
 Current Contract Cost	 \$7,827,665.18

Approval of this CO is not a commitment to provide additional funds.

If there are any questions you may contact me at tarek.elmenayar@dot.ny.gov.

Sincerely,

ORietta Trocard, P.E.

REGIONAL LOCAL PROJECTS LIAISON

BY: *Tarek Elmenayar*

TAREK ELMENAYAR

REGIONAL CONSTRUCTION LOCAL PROJECTS LIAISON



WSP USA
500 Summit Lake Drive
Suite 450
Valhalla, NY 10595

Tel: 914 747 1120
Fax: 914 747 1956

wsp.com

July 10, 2026

City of Newburgh
83 Broadway
Newburgh, NY 11550

Attn. Mr. Chad M. Wade, R.L.A. Superintendent of Public Works
City of Newburgh Engineer, Sponsor

Re: Project: PIN No. 8005.26 and 8758.75 Broadway Pedestrian and Traffic Signal Improvements
City of Newburgh, Orange County, New York
Change Order 005 w/Verde Construction

Dear Mr. Wade

WSP recommends acceptance of Change Order 005 with Verde Construction for a net increase to the contract of \$34,993.88 for additional work including redesigned ornamental signal poles to meet wind load ratings and accompany positional changes due to the underground utility conflicts, shields and shoring and archaeological monitoring of the African Burial Grounds during excavation. The additional project costs are being offset by project savings through the reduction in unit items, and from additional grant funds secured by the City from the Orange County Transportation Council. The additional costs associated with this change order will result in a revised contract amount of \$7,827,665.18.

Please find attached the following:

1. CONR 104 – Authorization of Extra Work
2. Appia Change Order 005 Details
3. CO 005 Analysis Sheet
4. Verde Agreed Price Packages

Very truly yours,
WSP USA Inc.

Arlisa McGrath, Resident Engineer

cc: Peter S. Mancuso, PE, PTOE, WSP
File: Verde Electric CO 005

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AUTHORIZATION OF EXTRA WORK

Region # 08	D 036472	PIN:	8005.26 & 8758.75	AEW #:	005
County/Countries:		Orange		Date:	07/08/2026
Contract Description: Broadway Pedestrian and Traffic Signal Improvements, City of Newburgh					
Engineer-in-Charge: Chad Wade			Field Office Fax:		
Contractor: Verde Electric, Inc.					
Is Contract FHWA RFA or NCA?		☐ Yes ☒ No		FHWA Concurrence Obtained?	
Municipal/Local Share Involvement?		☒ Yes ☐ No		☐ Yes ☒ N/A	
Proposed Work within the Contract Limits?		☒ Yes ☐ No		Sufficient Funding in Place?	
Significant Change?		☐ Yes ☒ No		☒ Yes ☐ No	
Contract Bid Amount: \$6,803,703.96		Contract Current Amount: \$7,792,671.30			
Estimated Increase Due to this Change: \$34,993.88					
Description of Proposed Extra Work:					
New Agreed Price items for redesigned Ornamental Signal Poles to meet wind load ratings and positional changes due to utility conflicts. Shields and Shoring was added to meet OSHA Standards for deep excavations and the Archaeological Monitoring was added because the contract excavation limits fell within the extents of the African Burial Grounds. This increase of \$630,382.03 will be offset by a decrease of \$595,388.16 from the original poles and eliminated items for an overall increase to the contract of \$34,993.88. See page 3 for spreadsheet breakdown of items to be eliminated to offset new items added.					

Items Included in Description of Proposed Extra Work

Item No.	Description	Unit of Measure	Original Bid Quantity	Authorized To Date Quantity	Added Quantity	Price Type	Unit Price
680.6007330A	Ornamental Signal Pole (Span Wire) 7,000 LB Load 33' HT	EA	0.00	0.00	1.00	Agreed Price	\$50,074.49
680.6009280A	Ornamental Signal Pole (Span Wire) 9,000 LB Load 28' HT	EA	0.00	0.00	1.00	Agreed Price	\$56,689.68
680.6009290A	Ornamental Signal Pole (Span Wire) 9,000 LB Load 29' HT	EA	0.00	0.00	1.00	Agreed Price	\$58,440.48

☐ AEW has a value less than \$50,000 ☐ AEW has a value between \$50,000 & \$100,000 ☒ AEW has a value greater than \$100,000

Send a copy back to the EIC and the CO Specialist

Estimated AEW Total : **\$630,947.03**

RECOMMENDED:

Area Construction Supervisor
Resident Engineer, WSP



Date: **07/10/2026**

APPROVED:

Regional Construction Engineer
City of Newburgh

Date: _____

[illegible]

PROJECT: PIN 8005.28 & 8758.75 - Broadway Pedestrian and Traffic Signal Improvements
 CONTRACTOR: VERDE ELECTRIC MAINTENANCE CORP.
 SUBJECT: CHANGE ORDER 005 ITEM TABLE OF INCREASES AND DECREASES

ITEM NO.	DESCRIPTION	UNIT	TOTAL ORIGINAL QTY	UNIT PRICE	CO 005 SHARE 1	CO \$ SHARE 1	CO 005 SHARE 2	CO \$ SHARE 2	QUANTITY	CO 005 TOTAL	TOTAL \$
DECREASES											
680.60072802	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7000 LB LOAD 28 FT HT	EA	3	\$32,707.85	-1.28	\$ (41,866.05)	\$ (0.72)	\$ (23,549.65)	-2.00	\$	-\$65,415.70
680.60072902	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7000 LB LOAD 29 FT HT	EA	5	\$33,885.31	-2.80	\$ (94,878.87)	\$ (1.20)	\$ (40,662.37)	-4.00	\$	-\$135,541.24
680.60073002	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7000 LB LOAD 30 FT HT	EA	3	\$33,558.74	-0.28	\$ (9,396.45)	\$ (0.72)	\$ (24,162.29)	-1.00	\$	-\$33,558.74
680.68080002	ORNAMENTAL TRAFFIC SIGNAL POLE - (BRACKET MOUNT) 8 FT MOUNTING HEIGHT	EA	37	\$6,271.50	-28.12	\$ (176,354.58)	\$ (8.88)	\$ (55,690.92)	-37.00	\$	-\$232,045.50
404.007901	TRUING & LEVELING F9 ASPHALT, 70 SERIES COMPACTION	TON	42	\$301.46	-31.92	\$ (9,622.60)	\$ (10.08)	\$ (3,038.72)	-42.00	\$	-\$12,661.32
404.000011	PLANT PRODUCTION QUALITY ADJUSTMENT FOR ASPHALT ITEMS	OU	5	\$502.43	-3.8	\$ (1,909.23)	\$ (1.20)	\$ (602.92)	-5.00	\$	-\$2,512.15
404.009701	9.5 FT TOP COURSE ASPHALT, 70 SERIES COMPACTION	TON	88	\$301.46	-66.88	\$ (20,161.64)	\$ (21.12)	\$ (6,366.84)	-88.00	\$	-\$26,528.48
610.1101	MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK	CY	3.00	\$502.43	-2.28	\$ (1,145.54)	\$ (0.72)	\$ (361.75)	-3.00	\$	-\$1,507.29
680.732014	SIGNAL CABLE 20 CONDUCTOR, 14 AWG	LF	210.00	\$10.17	-159.60	\$ (1,623.13)	\$ (50.40)	\$ (512.57)	-210.00	\$	-\$2,135.70
680.8113	TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY	EA	2.00	\$1,014.46	-1.52	\$ (1,541.96)	\$ (0.48)	\$ (486.94)	-2.00	\$	-\$2,028.92
680.813103	PEDESTRIAN SIGNAL SECTION - TYPE 112 INCH	EA	92.00	\$460.48	-69.92	\$ (32,196.76)	\$ (22.08)	\$ (10,167.40)	-92.00	\$	-\$42,364.16
680.813105	PEDESTRIAN SIGNAL MODULE - 12 INCH BIMODAL HAND/MAN SYMBOLS LED	EA	46.00	\$424.88	-34.96	\$ (14,853.80)	\$ (11.04)	\$ (4,690.68)	-46.00	\$	-\$19,544.48
680.8150001	PEDESTRIAN COUNTDOWN TIMER MODULE	EA	46.00	\$424.88	-34.96	\$ (14,853.80)	\$ (11.04)	\$ (4,690.68)	-46.00	\$	-\$19,544.48
											-4595,388.16

Decrease

INCREASES											
552.17	SHIELDS AND SHORING	SF	0	\$	22.37	\$	1824.00	\$	40,802.88	\$	576.00
680.60092802	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 9000 LB 28 FT HT - SI GRAND	EA	0	\$	56,689.68	\$	0.76	\$	43,084.16	\$	0.24
680.60092902	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 9000 LB 29 FT HT - SI LIBERTY	EA	0	\$	58,440.48	\$	0.76	\$	44,414.76	\$	0.24
680.60093002	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 9000 LB 30 FT HT - SI S2 ROBINSON	EA	0	\$	58,484.09	\$	1.52	\$	88,895.82	\$	0.48
680.60093102	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 9000 LB 31 FT HT - S2 GRAND & S2 LIBERTY	EA	0	\$	59,793.29	\$	1.52	\$	90,885.80	\$	0.48
680.60073302	ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7000 LB 33 FT HT - S2 JOHNSTON	EA	0	\$	50,074.49	\$	0.76	\$	38,056.61	\$	0.24
680.68100100	PEDESTRIAN SIGNAL POLE - BRACKET MOUNT 10 FT HT	EA	0	\$	2,866.08	\$	28.12	\$	80,594.17	\$	8.88
680.813108	PEDESTRIAN SIGNAL SECTION TYPE 116 X 18	EA	0	\$	617.38	\$	34.96	\$	21,583.60	\$	11.04
680.815002	PEDESTRIAN SIGNAL MODULE 16 X 18 BIMODAL HAND/MAN SYMBOLS WITH COUNTDOWN	EA	0	\$	589.00	\$	34.96	\$	20,591.44	\$	11.04
950.19	ARCHAEOLOGICAL MONITORING	LS	0	\$	13,396.18	\$	1.00	\$	-	\$	-
											630,382.03

Increase

Contract Increase \$34,993.87
 CO #005 Total \$34,993.87



WSP - Valhalla
Change Order Details
PINS 8005.26 & 8758.75 BROADWAY PTS

CITY OF NEWBURGH PINS 8005.26 & 8758.75 BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS

Prime Contractor Verde Electric

Change Order 5

Status Pending

Date Created 04/07/2026

Type Design Change

Summary Ornamental Signal Pole Redesign

Change Order Description This Change Order is being created to update the wind load requirements and change the heights of the Ornamental Span Wire Signal Poles due to unforeseen underground utility conditions which required some of the poles to be moved from their original proposed coordinates. Additional items shields and shoring: Archaeological Monitoring Services were added to meet safety and existing burial grounds requirements.

Awarded Project Amount \$6,803,703.26

Authorized Project Amount \$7,792,671.30

Change Order Amount \$34,993.88

Revised Project Amount \$7,827,665.18

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Section: 1 - Share #1

0130 404.000011 QU \$502.430 3.800 \$1,909.23 -3.800 -\$1,909.23 0.000 \$0.00

PLANT PRODUCTION QUALITY ADJUSTMENT FOR ASPHALT ITEMS

Reason: This work was eliminated from project

Funding Details

Share # 1	3.800	\$1,909.23	-3.800	-1,909.23	0.000	\$0.00
Share # 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0140 404.017901 TON	31.920	\$9,622.60	-31.920	-9,622.60	0.000	\$0.00

TRUNG & LEVELING F9, ASPHALT, 70 SERIES COMPACTION

Reason: This work was eliminated from project

Funding Details

Share # 1	31.920	\$9,622.60	-31.920	-9,622.60	0.000	\$0.00
Share # 2	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0150 404.097101 TON	66.880	\$20,161.64	-66.880	-20,161.64	0.000	\$0.00

9.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION

Reason: This work was eliminated from project

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Quantity	Current	Change	Revised
					Amount	Quantity	Amount

Funding Details

0770	680.60073002	EA	\$33,558.740	2.280	\$76,513.93	-0.280	-\$9,396.44	2.000	\$67,117.49
ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 30 FT HEIGHT									
	Share # 1			3.800	\$128,764.18	-3.040	-\$103,011.34	0.760	\$25,752.84
	Share # 2			0.000	\$0.00	0.240	\$8,132.47	0.240	\$8,132.47

Reason: This was eliminated with the redesign for wind load, height changes due to updated engineering calcs

Funding Details

0800	680.68080002	EA	\$6,271.500	28.120	\$176,354.58	-28.120	-\$176,354.58	0.000	\$0.00
ORNAMENTAL TRAFFIC SIGNAL POLE - (BRACKET MOUNT) 8 FT MOUNTING HEIGHT									
	Share # 1			2.280	\$76,513.93	-0.760	-\$25,504.64	1.520	\$51,009.29
	Share # 2			0.000	\$0.00	0.480	\$16,108.20	0.480	\$16,108.20

Reason: This was eliminated with the redesign for wind load, height changes due to updated engineering calcs

Funding Details

0850	680.732014	LF	\$10.170	159.600	\$1,623.13	-159.600	-\$1,623.13	0.000	\$0.00
SIGNAL CABLE 20 CONDUCTORS, 14 AWG									
	Share # 1			28.120	\$176,354.58	-28.120	-\$176,354.58	0.000	\$0.00
	Share # 2			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Reason: Eliminated because it is not needed

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Funding Details

0950	680.8113	EA	\$1,014.460	1.520	\$1,541.98	-1.520	-\$1,541.98	0.000	\$0.00
		Share # 1		159.600	\$1,623.13	-159.600	-\$1,623.13	0.000	\$0.00
		Share # 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY

Reason: Eliminated because it is not needed

Funding Details

0970	680.813103	EA	\$460.480	69.920	\$32,196.76	-69.920	-\$32,196.76	0.000	\$0.00
		Share # 1		1.520	\$1,541.98	-1.520	-\$1,541.98	0.000	\$0.00
		Share # 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

PEDESTRIAN SIGNAL SECTION - TYPE I 12 INCH

Reason: This was revised to current updated standards at a cost savings.

Funding Details

0980	680.813105	EA	\$424.880	34.960	\$14,853.80	-34.960	-\$14,853.80	0.000	\$0.00
		Share # 1		69.920	\$32,196.76	-69.920	-\$32,196.76	0.000	\$0.00
		Share # 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LED

Reason: This was revised to current updated standards at a cost savings.

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Funding Details

1000	680.S150001	EA	\$424.880	34.960	\$14,853.80	-34.960	-\$14,853.80	0.000	\$0.00
		Share # 1		34.960	\$14,853.80	-34.960	-\$14,853.80	0.000	\$0.00
		Share # 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
				34.960	\$14,853.80	-34.960	-\$14,853.80	0.000	\$0.00

PEDESTRIAN COUNT-DOWN TIMER MODULE

Reason: This was revised to current updated standards at a cost savings.

Funding Details

		Share # 1		34.960	\$14,853.80	-34.960	-\$14,853.80	0.000	\$0.00
		Share # 2		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00

Section: 2 - Share #2

1270	404.000011	QU	\$502.430	1.200	\$602.92	-1.200	-\$602.92	0.000	\$0.00
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PLANT PRODUCTION QUALITY ADJUSTMENT FOR ASPHALT ITEMS

Reason: This work was eliminated from project

Funding Details

		Share # 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Share # 2		1.200	\$602.92	-1.200	-\$602.92	0.000	\$0.00
1280	404.017901	TON	\$301.460	10.080	\$3,038.72	-10.080	-\$3,038.72	0.000	\$0.00

TRUING & LEVELING F9, ASPHALT, 70 SERIES COMPACTION

Reason: This work was eliminated from project

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Funding Details

1290	404.097101	TON	\$301.460	21.120	\$6,366.84	-21.120	-\$6,366.84	0.000	\$0.00
	Share # 1			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Share # 2			10.080	\$3,038.72	-10.080	-\$3,038.72	0.000	\$0.00

9.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION

Reason: This work was eliminated from project

Funding Details

1530	610.1101	CY	\$502.430	0.720	\$361.75	-0.720	-\$361.75	0.000	\$0.00
	Share # 1			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Share # 2			21.120	\$6,366.84	-21.120	-\$6,366.84	0.000	\$0.00

MULCH FOR PLANTING TYPE A, B & D - WOOD CHIPS AND SHREDDED BARK

Reason: This work was eliminated from project

Funding Details

1890	680.60072802	EA	\$32,707.850	0.720	\$23,549.65	-0.720	-\$23,549.65	0.000	\$0.00
	Share # 1			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Share # 2			0.720	\$361.75	-0.720	-\$361.75	0.000	\$0.00

ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 28FT HEIGHT

Reason: This was a redesign for wind load and height changes due to updated engineering calcs due to underground utility interferences

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Quantity	Current	Change	Revised
				Quantity	Amount	Quantity	Amount

Funding Details

1900	680.60072902	EA	\$33,885.310	1.200	\$40,662.37	-1.200	\$0.00
ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 29 FT HEIGHT							
			Share # 1	0.000	\$0.00	0.000	\$0.00
			Share # 2	0.720	\$23,549.65	-0.720	\$0.00
							\$-23,549.65
							\$-40,662.37

Reason: This was a redesign for wind load and height changes due to updated engineering calcs due to underground utility interferences

Funding Details

1910	680.60073002	EA	\$33,558.740	0.720	\$24,162.29	-0.720	\$0.00
ORNAMENTAL SIGNAL POLE - (SPAN WIRE) 7,000 LB LOAD, 30 FT HEIGHT							
			Share # 1	0.000	\$0.00	0.000	\$0.00
			Share # 2	1.200	\$40,662.37	-1.200	\$0.00
							\$-40,662.37
							\$-24,162.29

Reason: This was a redesign for wind load and height changes due to updated engineering calcs due to underground utility interferences

Funding Details

1940	680.68080002	EA	\$6,271.500	8.880	\$55,690.92	-8.880	\$0.00
ORNAMENTAL TRAFFIC SIGNAL POLE - (BRACKET MOUNT) 8 FT MOUNTING HEIGHT							
			Share # 1	0.000	\$0.00	0.000	\$0.00
			Share # 2	0.720	\$24,162.29	-0.720	\$0.00
							\$-24,162.29
							\$-55,690.92

Reason: This was a redesign for wind load and height changes due to updated engineering calcs due to underground utility interferences

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Funding Details

1990	680.732014	LF	\$10.170	50.400	\$512.57	-50.400	-\$512.57	0.000	\$0.00
SIGNAL CABLE 20 CONDUCTORS, 14 AWG									
	Share # 1			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Share # 2			8.880	\$55,690.92	-8.880	-\$55,690.92	0.000	\$0.00

Reason: Eliminated because it is not needed

Funding Details

2090	680.8113	EA	\$1,014.460	0.480	\$486.94	-0.480	-\$486.94	0.000	\$0.00
TRAFFIC SIGNAL BRACKET ASSEMBLY - 3 WAY									
	Share # 1			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Share # 2			50.400	\$512.57	-50.400	-\$512.57	0.000	\$0.00

Reason: Eliminated because it is not needed

Funding Details

2110	680.813103	EA	\$460.480	22.080	\$10,167.40	-22.080	-\$10,167.40	0.000	\$0.00
PEDESTRIAN SIGNAL SECTION - TYPE I 12 INCH									
	Share # 1			0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
	Share # 2			0.480	\$486.94	-0.480	-\$486.94	0.000	\$0.00

Reason: This was revised to current updated standards at a cost savings.

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
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Funding Details

2120	680.813105	EA	\$424.880	11.040	\$4,690.68	-11.040	-\$4,690.68	0.000	\$0.00
		Share # 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Share # 2		22.080	\$10,167.40	-22.080	-\$10,167.40	0.000	\$0.00

PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL, HAND/MAN SYMBOLS LED

Reason: This was revised to current updated standards at a cost savings.

Funding Details

2140	680.8150001	EA	\$424.880	11.040	\$4,690.68	-11.040	-\$4,690.68	0.000	\$0.00
		Share # 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Share # 2		11.040	\$4,690.68	-11.040	-\$4,690.68	0.000	\$0.00

PEDESTRIAN COUNT-DOWN TIMER MODULE

Reason: This was revised to current updated standards at a cost savings.

Funding Details

		Share # 1		0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
		Share # 2		11.040	\$4,690.68	-11.040	-\$4,690.68	0.000	\$0.00
26 items		Totals			\$729,098.80		-\$595,388.15		\$133,710.65

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Share #1					
0781	680.60073302A	EA	0.760	\$50,074.490	\$38,056.61
Ornamental Signal Pole (Span Wire) 7,000 LB Load, 33' HT					
Funding Details					
		Share # 1	0.760	\$50,074.487	\$38,056.61
0782	680.60092802A	EA	0.760	\$56,689.680	\$43,084.16
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 28' HT					
Funding Details					
		Share # 1	0.760	\$56,689.684	\$43,084.16
0783	680.60092902A	EA	0.760	\$58,440.480	\$44,414.76
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 29' HT					
Funding Details					
		Share # 1	0.760	\$58,440.474	\$44,414.76
0784	680.60093002A	EA	1.520	\$58,484.090	\$88,895.82
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 30' HT					
Funding Details					
		Share # 1	1.520	\$58,484.092	\$88,895.82
0785	680.60093102A	EA	1.520	\$59,793.290	\$90,885.80
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 31' HT					
Funding Details					
		Share # 1	1.520	\$59,793.289	\$90,885.80

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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0801	680.68100100A	EA	28.120	\$2,866.080	\$80,594.17
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Pedestrian Signal Pole - Bracket Mount 10 Ft Height

Funding Details

2350	680.813108A	EA	34.960	\$617.380	\$21,583.60
		Share # 1	28.120	\$2,866.080	\$80,594.17

Pedestrian Signal Section Type 1 16 x 18

Funding Details

2360	680.815002A	EA	34.960	\$589.000	\$20,591.44
		Share # 1	34.960	\$617.380	\$21,583.60

Pedestrian Signal Module 16x18 Bimodal Hand/Man Symbol with Countdown

Funding Details

2390	552.17A	SF	1,824.000	\$22.370	\$40,802.88
		Share # 1	34.960	\$589.000	\$20,591.44

Shields and Shoring

Funding Details

2410	950.26A	LS	1,000	\$13,396.180	\$13,396.18
		Share # 1	1,824.000	\$22.370	\$40,802.88

Archaeological Monitoring

Reason: Due to the unknown geographical extent of the African American Burial Grounds located at 300 Broadway, all excavation needed to be monitored for artifacts.

Section: 2 - Share #2

Funding Details

		Share # 1	1,000	\$13,396.180	\$13,396.18
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Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Quantity	Unit Price	Extension
2290	680.60092802A	EA	0.240	\$56,689.680	\$13,605.52
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 28' HT					
		Share # 1	0.240	\$56,689.667	\$13,605.52
2300	680.60092902A	EA	0.240	\$58,440.480	\$14,025.72
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 29' HT					
		Share # 1	0.240	\$58,440.500	\$14,025.72
2310	680.60093002A	EA	0.480	\$58,484.090	\$28,072.36
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 30' HT					
		Share # 2	0.480	\$58,484.083	\$28,072.36
2320	680.60093102A	EA	0.480	\$59,793.290	\$28,700.78
Ornamental Signal Pole (Span Wire) 9,000 LB Load, 31' HT					
		Share # 1	0.480	\$59,793.292	\$28,700.78
2330	680.60073302A	EA	0.240	\$50,074.490	\$12,017.88
Ornamental Signal Pole (Span Wire) 7,000 LB Load, 33' HT					
		Share # 1	0.240	\$50,074.500	\$12,017.88
2340	680.68100100A	EA	8.880	\$2,866.080	\$25,450.79
Pedestrian Signal Pole - Bracket Mount 10 Ft Height					

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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Line Number	Item ID	Unit	Quantity	Unit Price	Extension
2370	680.813108A	Share # 1	8.880	\$2,866.080	\$25,450.79
Pedestrian Signal Section Type 1 16 x 18				Funding Details	
		EA	11.040	\$617.380	\$6,815.88
2380	680.815002A	Share # 1	11.040	\$617.380	\$6,815.88
Pedestrian Signal Module 16x18 Bimodal Hand/Man Symbol with Countdown				Funding Details	
		EA	11.040	\$589.000	\$6,502.56
2400	552.17A	Share # 1	11.040	\$589.000	\$6,502.56
Shields and Shoring				Funding Details	
		SF	576.000	\$22.370	\$12,885.12
19 items				Funding Details	
		Share # 1	576.000	\$22.370	\$12,885.12
Total: \$630,382.03					

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Share # 1	\$5,170,815.00	\$5,863,756.37	\$149,814.70	\$6,013,571.07
Share # 2	\$1,632,888.26	\$1,928,914.93	-\$114,820.82	\$1,814,094.11
2 fund packages	\$6,803,703.26	\$7,792,671.30	\$34,993.88	\$7,827,665.18

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

07/10/2026

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(Sponsor) Certificate of Recommended Order on Contract

PIN 8005.26 LD036472

City of Newburgh Purchase Order No.: 38718

PIN 8758.75 LD036469

Contractor Name: Verde Electric Maintenance Corporation

Change Order No. 05

I, Arlisa McGrath, RE, hereby certify that I am the officially designated Resident Engineer of the subject project, that the adjustments here within and the material incorporated under the subject contract as stated in the Change Order No. 05 are necessary, and to the best of my knowledge and belief, the said information is correct and in strict compliance with the terms of the said contract.

I further certify that the records from which this order on contract was developed and any other record required by stature, rule or regulation of the New York State Department of Transportation or the Federal Government or prescribed in the contract have been established and will be filed in the Consultant's Office, in accordance with the terms of the contract.

Arlisa McGrath, WSP USA Engineering, Resident Engineer

Date

Jason Morris, PE - Interim City Manager,
Commissioner of Public Works and City Engineer

Date

Change Order Details:

PINS 8005.26 & 8758.75 BROADWAY PTS

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
FOR ASBESTOS ABATEMENT MANAGEMENT SERVICES
AT THE WASTEWATER TREATMENT PLANT MAINTENANCE SHOP
IN AN AMOUNT NOT TO EXCEED \$5,881.00**

WHEREAS, emergency repair work is required in the Maintenance Shop at the City of Newburgh Wastewater Treatment Plant ("WWTP"); and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for limited asbestos bulk sampling, variance preparation and submission, bidding and asbestos abatement monitoring and monitoring services for the emergency repair work at the WWTP; and

WHEREAS, the cost for these services will not exceed \$5,881.00 and funding shall be derived from G.8130.0448.0006 - Other Services Miscellaneous Contracts; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management services at a cost not to exceed \$5,881.00 for emergency repair work at the City of Newburgh Wastewater Treatment Plant.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

July 28, 2026

City of Newburgh
83 Broadway,
Newburgh, NY 12550

Re.: WWTP Maintenance Shop – Incidental Disturbance Contamination Assessment/Variance Development and Cleanup

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to provide Contamination Assessment services to support the above mentioned disturbance within the Maintenance Shop of the Waste Water Treatment Plant, located at 2 Renwick Street, Newburgh, NY 12550

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

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

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

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

1376 Route 9, Wappingers Falls, NY 12590 Phone (845) 298-6031 Fax (845) 298-6251

NYS MWBD WBE Cert # 49952 NYSUCP DBE Certified NJUCP DBE Certified www.Qualityenv.com

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

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

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

Sincerely,



Zachary Timpano
Project Manager, Technical Services
NYS/AHERA Inspector Cert # 25-61PEY-SHAB
NYS Licensed Mold Assessor # 24-63EYB-SHMO
EPA Lead Risk Assessor / Inspector Cert# LBP-R/I-1252793-1
CT DPH Asbestos Inspector Cert. #001181



CONTAMINATION ASSESSMENT/VARIANCE DEVELOPMENT AND CLEANUP
at
WASTE WATER TREATMENT PLANT - MAINTENANCE SHOP
2 RENWICK STREET,
NEWBURGH, NY 12550

QuES&T agrees to provide the following services:

ITEM 1: Environmental Air Monitoring

- **QuES&T** will provide a NYSDOL certified Project Monitor/Air Sampling Technician to perform Environmental Air Sampling in the above mentioned Raceway Offices throughout areas that the disturbance occurred. All work on this project shall be performed in accordance with the applicable Code Sections of the Title 12 NYCRR Part 56. Collection and analysis of air samples shall be as required by ICR-56.

ITEM 2: Contamination Assessment/Petition for NYSDOL Site-Specific Variance/Bidding

- Meet onsite to identify areas impacted by damaged ACM.
- Perform contamination assessment of identified areas to determine the full extent of contamination.
- Develop alternate work practices that will not expose the public or workers to elevated fiber levels.
- Develop a scope of work that will minimize the impact on the facility.
- Preparation and submittal of a Petition for Variance or Other Relief (DOSH-752) and supporting documentation to the NYSDOL regarding the proposed work scope.
- Act as the Petitioners Agent during the NYSDOL review process and incorporate any changes or additions requested by NYSDOL Engineering Services Unit during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL Engineering Services Unit.

Asbestos Abatement Management and Monitoring

Item 3: Supervision of Abatement Activities (Combined Project Monitor/Air Sampling Technician)

- Perform project monitoring, inspection and acceptance of the work.
- Provide coordination to ensure timely completion of the asbestos removal.
- Review construction phasing plans and assist in the coordination of the activities of the various contractors and building occupants to ensure compliance with applicable federal, state and municipal regulatory requirements and bid specifications.
- Complete work step lists and documentation packages for final closeout.

Item 4: Third Party Asbestos Air Monitoring

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

Abatement Management and Monitoring (Includes Item 3 and Item 4)

The following is a cost estimate to perform Asbestos Abatement Monitoring for the project. These cost estimates are provided strictly for budgeting purposes. They assume particular work practices and grouping of contiguous work areas to minimize set-up and duration. Actual project costs may vary significantly based on factors such as abatement crew size, overtime work, division of work areas and duration of enclosures.

The assumptions utilized by **QuES&T** in developing these estimates were as follows:

- Abatement is estimated to be performed within one “Small” Interior Work Area over three (3) eight (8) hour weekday shifts, excluding weekends and holidays.
- **QuES&T** will perform all abatement monitoring in compliance with Title 12 NYCRR Rule 56; Subpart 56-4 and any NYS DOL Applicable Variance or Site-Specific Variances utilized in the conduct of this project.
- Turnaround time for “Background/Baseline”, “Work Area Prep” and/or “Asbestos Handling” PCM Air Samples will be twenty-four (24) hours.
- Turnaround time for “Final Cleaning & Clearance” PCM Air Samples will be three (3) hours.
- **Abatement Contractor** will provide GFI power for air monitoring adjacent to each work area.

COST ESTIMATE

➤ **ENVIRONMENTAL AIR MONITORING**

Project Manager Labor (1 Hour @ \$90/per)	\$ 90.00
Inspection Labor (1 Techs, 1 Shift @ \$585/shift)	\$ 585.00
PLM Bulk Sample Analysis (3 @45/layer)	\$ 135.00
3 Hour Rush TAT “Environmental” PCM Air Sample Analysis (6 @ \$21/each)	\$ 126.00
Travel & Misc. Materials	\$ 100.00
Total	\$ 1,036.00

➤ **CONTAMINATION ASSESSMENT/VARIANCE PETITION/BIDDING**

Development & Preparation of one (1) Site-Specific
Variance Petition, including Contamination Assessment and Bidding

NYSDOL Variance Prep including Contamination Assessment	\$ 2,000.00
NYSDOL Variance Filing Fees (1 @ \$350)	\$ 350.00
Total	\$ 2,350.00

➤ **ASBESTOS ABATEMENT MONITORING & MGMT SERVICES**

Project Monitor “Straight Time” Labor (3 Shifts @ \$585/shift)	\$ 1,755.00
24-hr. TAT “Back/Prep/Hand” PCM Air Sample Analysis (16 @ \$17/each)	\$ 272.00
3-hr. TAT “Clearance” PCM Air Sample Analysis (8 @ \$21/each)	\$ 168.00
Travel and Misc. Materials	\$ 300.00
Estimated Total:	\$ 2,495.00

Estimated Project Total: \$ 5,881.00

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO
THE CONSTRUCTION CONTRACT WITH REMUS INDUSTRIES, LLC
FOR THE CONSTRUCTION OF
THE SILVER STREAM DAM SPILLWAY IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 246-2024 of November 25, 2024, the City Council of the City of Newburgh, New York awarded a bid to Remus Industries, LLC in the amount of \$3,221,221.00 for the construction of the Silver Stream Dam Spillway Improvements Project; and

WHEREAS, Remus Industries, LLC has submitted Change Order No. 1 to the construction contract to transfer \$56,135.00 in unused bid item unit costs to Contingency Allowance and increasing the contingency allowance from \$300,000.00 to \$356,135.00 with no change to the total contract price; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1 with Remus Industries, LLC to transfer \$56,135.00 to Contingency Allowance with no change to the total contract amount in the Silver Stream Dam Spillway Improvements Project.

Date of Issuance: 7/28/2026

Effective Date: 7/28/2026

Owner: City of Newburgh, NY

Owner's Contract No.: 20.24

Contractor: Remus Industries, LLC

Engineer's Project No.: 1940108888

Engineer: Ramboll

Project: Silver Stream Dam Spillway Rehabilitation

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

Description: Bid Items 6, 10, and 11 have been completed and inspected in the field. The remaining unused funds from these pay items will be added to the contingency allowance to execute the work associated with Contingency Allowance A-05, A-06 and A-07. The original contingency allowance prior to this change order was \$300,000. The increase in Contingency Allowance is (\$40,460 + \$12,000 + \$3,675 = \$56,135) for a total project contingency allowance of \$356,135.

Attachments: *Pay Application 10.1*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>3,221,221</u>	Original Contract Times: 434 days Substantial Completion: <u>August 31st 2026</u> Ready for Final Payment: <u>November 29th 2026</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>3,221,221</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 31st 2026</u> Ready for Final Payment: <u>November 29th 2026</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>0</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>0</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 31st 2026</u> Ready for Final Payment: <u>November 29th 2026</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Project Officer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>7/28/2026</u>	Date: _____	Date: <u>7/28/2026</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT ADDENDUM WITH SHAMROCK SHOWS, INC.
FOR CARNIVAL RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 37th ANNUAL INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh's 37th Annual International Festival is scheduled for Friday, September 4, 2026 through Sunday, September 6, 2026, at the Delano-Hitch Recreation Park; and

WHEREAS, by Resolution Number 173-2025 the City of Newburgh entered into a contract with Shamrock Shows, Inc. to provide carnival rides, concessions and amusements for the City of Newburgh's 36th Annual International Festival; and

WHEREAS, the contract provided for an extension of the Contract period upon the same terms and conditions and mutual consent of the parties; and

WHEREAS, the parties wish to extend the Contract period to include operation of carnival rides, concessions, and amusements for the City of Newburgh's 37th annual International Festival commencing Friday, September 4, 2026 and concluding Sunday, September 6, 2026, along with other key performance dates contained in the Agreement; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract addendum with Shamrock Shows, Inc. to provide carnival rides, concessions and amusements for the City of Newburgh's 37th Annual International Festival;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute and enter into a contract addendum, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

ADDENDUM TO CONTRACT

[Mutual Option to Extend Contract – 2026 International Festival]

THIS ADDENDUM TO CONTRACT (“Addendum”), made as of this _____ day of _____, 2026, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City”) and Shamrock Shows, Inc., with an office address of 338 Willow Tree Road, Milton, New York 12547 (“Contractor”).

WITNESSETH:

WHEREAS, on August 21, 2025, the City and Contractor executed a contract (“Contract”) pursuant to Resolution Number 173-2025 for the operation of carnival rides, concessions, and amusements for the City of Newburgh’s 36th annual International Festival as further set forth in Solicitation #8.25; and

WHEREAS, Schedule A, Section 1(C) provided for the possibility of an extension of the Contract period upon the same terms and conditions and mutual consent of the parties; and

WHEREAS, the parties wish to extend the Contract period to include operation of carnival rides, concessions, and amusements for the City of Newburgh’s 37th annual International Festival commencing Friday, September 4, 2026 and concluding Sunday, September 6, 2026, along with key performance dates contained in the Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4 of the Contract shall be amended to read:

The Contract term shall commence on the date of this Addendum, will continue for the operation of carnival rides, concessions, and amusements for the City of Newburgh’s 37th annual International Festival from Friday, September 4, 2026 through Sunday, September 6, 2026, and will conclude with Contractor removing all materials and equipment from the City premises by no later than 12:00 pm on Tuesday, September 8, 2026.

2. Schedule B to the Contract shall be replaced in its entirety by a new Schedule B, updated for the 2026 International Festival, a copy of which is annexed hereto.
3. All other terms and conditions set forth in the Contract shall remain in full force and effect.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Third Addendum as of the day and year first above written.

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

By: Jason Morris, Interim City Manager
Per Resolution No.: _____-2026

By: Colin O’Keeffe, President/CEO

DRAFT



Shamrock Shows INC. will bring 12-14 rides and 2-4 games and 3 concession trailers during the 2026 international festival.

Shamrock Shows INC. will provide proper insurance coverage,co listing city of Newburgh NY in scope and amount satisfactory to City, and will have proper permits for Orange County health dept

Shamrock will provide amusements concessions and carnival rides at no cost to the city of Newburgh

Shamrock shows INC. will pay the city of Newburgh 30% of the entire ticket proceeds over the total duration of festival

Shamrock shows INC shall provide electricity for all amusements concessions and carnival rides

Shamrock shows INC will provide 100 advertising posters at no cost to the city and will be distributed by the city

Shamrock shows will provide tickets at no cost to the city

Shamrock shows will be fully responsible to provide personnel

Shamrock shows will clean and provide maintenance to all immediate concessions and amusement rides at all times

Shamrock shows will provide a written account of the daily proceeds earned to the designated city of Newburgh representative at the conclusion of each and ever night

Shamrock shows will pay the city at the end of each evening the amount due to the city of Newburgh

Shamrock shows will set up no earlier than Tuesday sept 2nd at 12:00 pm shamrock will have all rides removed from location no later than 12:00 pm on Tuesday sept 8th

shamrock shows will have all personnel rides and concessions ready to operate first day no later than 4:00 pm on Friday sept 4th and shall cease operations promptly at 10:00 on each night.

Shamrock Shows will provide power to all their own rides concessions as well as potable water and provide proof of water source.

Shamrock Shows will clean all amusement areas nightly and after event and take all cooking oil with them.

CITY OF NEWBURGH
Goods and Services Contract

This contract ("Contract") is made and entered into this 21st day of August, 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 Shamrock Shows, Inc., with an office address of 338 Willow Tree Road, Milton, New York 12547 ("Contractor").

WITNESSETH

WHEREAS, the City issued Solicitation #8.25 (the "Solicitation") seeking proposals from qualified and experienced proposers with the capability of operating carnival rides, concessions, and amusements for the City of Newburgh's 36th annual International Festival as further 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, and the same was reviewed through the procurement process; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal received the highest score according the scoring matrix set forth in 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.]

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 #8.25, Sections 1 through 13

Schedule B – Contractor Bid

- 1.2. The terms contained in Schedule A shall prevail over any conflicting or inconsistent terms in Schedule B.

2. SCOPE OF SERVICES

- 2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter “Services”), 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 Services as reasonably anticipated based on the applicable Scope of Work.

- 2.2. Not applicable.

- 2.3. Contractor will perform all Services. Services shall not be performed 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 Services 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. Contractor shall pay the City a sum in accordance with Solicitation #8.25, Section 2(A) and Section 4.

- 3.2. Not applicable.

- 3.3. Contractor shall provide a security deposit in the amount of \$1,500.00, simultaneous to entry into this Contract, to assure the adequate cleanup and restoration of City property back to its original condition prior to contract expiration or termination, reasonable wear and tear excepted. The City, in its sole discretion, reserves the right to determine whether City property has been adequately restored. A refund may be made after City evaluation. The security deposit must be in the form of a cash deposit. The City, in its sole discretion, reserves the right to determine whether City property has been adequately restored. A refund may be made after City evaluation.

3.4. Not applicable.

3.5. Not applicable.

3.6. Not applicable.

3.7. Not applicable.

3.8. Not applicable.

4. TERM

4.1. This Contract will commence on the Effective Date and will continue until:

4.1.1. September 2, 2025 at 4 p.m.; or

4.1.2. The Contract is 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 Services;

5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited in the industry;

5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;

5.1.4. Comply with all reasonable directions regarding the Services 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 Services 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 Services 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 the Services 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.

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.

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 Services. 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 Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services 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 or suspend or abandon Services 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 Services. 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. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:
 - 9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.
 - 9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.
- 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 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:

\$2,000,000	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.

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- 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.
 - 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.
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- 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 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.
- 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

with copy to:

City of Newburgh
Office of the Corporation Counsel
83 Broadway
Newburgh, New York 12550

- 11.8.2. Notice served upon Contractor shall be delivered to:

Shamrock Shows, Inc.
338 Willow Tree Road
Milton, New York 12547

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- 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 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

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.

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[Signature and Acknowledgment Pages to Follow]

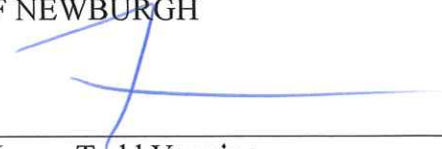
Signature Page

Contract for Carnival Rides, Concessions, and Amusements – 2025 International Festival
City of Newburgh with Shamrock Shows, Inc.

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: 8/10/, 2025

CITY OF NEWBURGH

By: 

Name: Todd Venning

Title: City Manager

Res.: 173-2025

DATED: 8/15/25, 2025

SHAMROCK SHOWS, INC.

By: 

Name:

Title:

Acknowledgment Page

Contract for Carnival Rides, Concessions, and Amusements – 2025 International Festival
City of Newburgh with Shamrock Shows, Inc.

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

On the 21 day of August, 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.

Jeremy Kaufman
Notary Public, State of New York
Registration No. 02KA6202389
Qualified in Dutchess County
Commission Expires: March 16, 2029

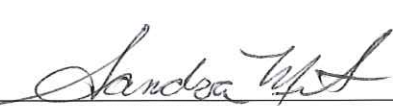


NOTARY PUBLIC

STATE OF New York)
) ss.:
COUNTY OF Washington)

On the 18 day of August, in the year 2025, before me personally appeared Colin O'Keefe, 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.

SANDRA E METIVIER
Notary Public, State of New York
Reg. No. 01ME6345495
Qualified in Washington County
Commission Expires July 25, 2028



NOTARY PUBLIC

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[Schedules to Follow]

Schedule A

1. NOTICE TO PROPOSERS

- A. The City of Newburgh, New York is seeking proposals from qualified carnival ride, concession, and amusement companies (hereinafter referred to as "Ride Company") to provide carnival rides, concessions, and amusement services for the 36th Annual International Festival. The 36th Annual International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. The festival typically draws several thousand people for the event. The 2025 festival runs for three (3) consecutive days: Friday, August 29, 2025, Saturday, August 30, 2025 and Sunday, August 31, 2025.

Friday, August 29, 2025 - 6:00 p.m. to 10 pm.

Saturday, August 30, 2025 – 4:00 p.m. to 10 p.m.

Sunday, August 31, 2025 – 4:00 p.m. to 10 p.m.

- B. The festival will be held at Delano-Hitch Recreation Park in the City of Newburgh. The Park is bounded by Washington Street, South William Street, and Robinson Avenue (Route 9W).

The rides, concessions, and amusements will be in an area of the Park that is approximately 120 yards X 65 yards (football field size). The area is grass and dirt.

Entrance for equipment will be a gate on South William Street.

- C. The contract award will be for 2025, with two (2) one-year extensions upon mutual consent of the parties. The determination to grant any request for an extension shall be within the sole discretion of the City and may be rejected with or without cause.

- D. Solicitation Release Date: Friday, June 20, 2025.

The solicitation can be downloaded by visiting <https://www.bidnetdirect.com/new-york/city-of-newburgh> (vendor registration required) or by request from rvanvlack@cityofnewburgh-ny.gov.

- E. Questions pertaining to the solicitation must be submitted by: 4:00 p.m. Monday, June 30, 2025.

Questions must be submitted through the solicitation at <https://www.bidnetdirect.com/new-york/city-of-newburgh>.

All questions will be answered on <https://www.bidnetdirect.com/new-york/city-of-newburgh>.

- F. Sealed proposals (Submission Closing) must be received by: 11:00 a.m. Friday, July 11, 2025.

Sealed proposals are to be mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4th Floor, City Hall, 83 Broadway, Newburgh, NY 12550.

Responses missing the deadline will not be considered.

- G. The non-public proposal opening will be Friday, July 11, 2025 at 11:15 a.m.

The opening will be held at City Hall, Comptroller Office, 83 Broadway, Newburgh, NY.

- H. The evaluation criteria leading to the award will be based on received data and information contained in Submittal Forms A and B. Evaluation Criteria is outlined further in Section 11.

- I. The City reserves the right to reject any and/or all proposals.

- J. Justice, Equity, Diversity, and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply. Minority and Women-owned Business Enterprises ("MBW/WBE"), small and disadvantaged businesses are encouraged to apply.

2. DAILY PROCEEDS, SECURITY DEPOSIT, AND UTILITIES

- A. The successful Ride Company shall pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival. The Ride Company must submit the completed Proposed Percentage (%) of Daily Proceeds Form (Submittal Form A).

The successful Ride Company must provide a written accounting of the daily proceeds to the designated City of Newburgh representative at the conclusion of festival operations each and every evening.

The successful Ride Company shall pay the City of Newburgh at the end of each festival evening the amount due to the City based on the accounting of proceeds and on the percentage proposed and awarded there from.

- B. A security deposit of \$1,500.00 is required to be paid by successful Ride Company.

The vendor must provide either: (1) a surety bond; or (2) a cash deposit, in the amount of \$1,500.00, to assure the adequate cleanup and restoration of City property back to its original condition prior to contract expiration or termination, reasonable wear and tear excepted. The City, in its sole discretion, reserves the right to determine whether City property has been adequately restored. A refund may be made after City evaluation.

- C. The Ride Company must provide for the operation of all the carnival rides, concessions, and amusements supplying their own source of power, electricity, and all water (including potable water).

3. INDEPENDENT CONTRACTOR, USE OF SUBCONTRACTOR

- A. The Ride Company will be an independent contractor and not an employee of the City.
- B. Subcontractors must be approved by the City. The proposer must detail any subcontractor use in their submitted proposals.

4. ACCOUNTING/RECORDKEEPING, CITY INSPECTIONS

- A. The successful Ride Company shall keep accounts and records of all operations according to good accounting practices.
- B. The successful Ride Company must provide a written accounting of the daily proceeds to the designated City of Newburgh representative at the conclusion of festival operations each and every evening.
- C. The successful Ride Company shall pay the City of Newburgh at the end of each festival evening the amount due to the City based on the accounting of proceeds and on the percentage proposed and awarded there from.
- D. The City has the right to inspect operations at any time and for whatever reason.

5. SCOPE OF WORK/SERVICES

- A. The successful Ride Company can begin setting up at the Newburgh Recreation designated field, no earlier than Wednesday, August 27, 2025 at 9:00 A.M. The successful Ride Company must have all equipment removed from the said location no later than 12:00 P.M. on Tuesday, September 2, 2025.
- B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides, concessions, and amusements ready to operate on each day Saturday, August 30, and Sunday August 31, 2025 no later than 4:00 P.M. (Eastern Time) and shall cease operations promptly at 10:00 p.m. on each night.
- C. The Ride Company shall provide carnival rides, concessions, and amusements with their own source of power, electricity, and all water (including potable water).
The Ride Company must provide the City of Newburgh with proof of purchased and/or rental of water source.

- D. The Ride Company shall be responsible for maintenance and cleanliness of the area including immediate ride, concession, and amusement areas at all times, including the area after tear-down.
- E. The Ride Company shall cease operations at the end of Festival on Sunday August 31, 2025 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.
- F. Tear-Down and all removal, including complete cleanup, must be done by 12:00 P.M. on Tuesday, September 2, 2025.
- G. All food related oil and equipment oil and grease must be removed by the Ride Company at no cost to the City of Newburgh.
- H. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh.
- I. The Ride Company shall propose the set number of posters in said Proposal.
- J. The Ride Company must supply tickets at no cost to the City of Newburgh.
- K. The Ride Company shall be fully responsible for providing all personnel.
- L. The Ride Company shall provide carnival rides, concessions, and amusements at no cost to the City of Newburgh.
- M. The Ride Company will provide a high quality of customer service at all times.

6. PROPOSER QUALIFICATIONS

- A. The following shall be considered the minimum requirements to qualify for submitting a proposal:
 - Be an established business, registered to do business in the State of New York.
 - Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions.
 - Maintain direct employment of experienced and trained personnel for the services provided.
 - Have two (2) consecutive years' experience as an owner and operator of a carnival ride, concession and food service, and amusement business.
 - Must be doing business with or have done business within the past 2 years with at least one (1) other municipality or government entity. Provide references.

- Vendor shall keep accounts and records of all operations according to good accounting practices.
- B. Vendor must have filed all necessary applications with and received all necessary licenses and permits for operation from the Orange County and the City of Newburgh prior to opening and must keep all such licenses active and in good standing for the duration of any operation.

7. INSURANCE REQUIREMENTS

- A. Vendor must provide proof of required insurances as outlined in the City's contract for services.
- B. 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 and Services Contract.
- C. Vendor shall submit the certificates of insurance from the insurer showing that the selected vendor has insurance in the required types and amounts.

8. QUESTIONS

- A. All questions must be submitted through the solicitation at <https://www.bidnetdirect.com/new-york/city-of-newburgh>.
- B. Questions, pertaining to the solicitation, must be received by: 4:00 p.m. June 30, 2025.
- C. All questions will be answered on <https://www.bidnetdirect.com/new-york/city-of-newburgh>.
- D. Any impermissible contact with any other City officer or employee regarding the RFP during the procurement period shall result in the rejection of any such Vendor's proposal. Proposers shall communicate in writing only.
The procurement period is between the solicitation release and the closing date for submission.

9. SUBMISSION REQUIREMENTS FOR PROPOSALS

- A. The requirements listed below must be included in submission for a proposer to be considered responsive.
- B. Bid package must contain all original documents and one digital copy (flash drive)

Submit a sealed proposal mailed or delivered to: Robert Van Vlack, City Purchasing Agent, Office of the Comptroller – 4 th Floor, City Hall, 83 Broadway, Newburgh, NY 12550. All proposals must be clearly marked as “#8.25 –“INTERNATIONAL FESTIVAL CARNIVAL”.
SUBMITTAL FORM A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM (SIGNED)
SUBMITTAL FORM B – COMPANY INFORMATION (SIGNED)
SUBMITTAL FORM C - BIDDER ACKNOWLEDGEMENT FORM (SIGNED)
SUBMITTAL FORM D - NON-COLLUSION BIDDING AFFIDAVIT (SIGNED AND NOTARIZED)
SUBMITTAL FORM E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT (SIGNED AND NOTARIZED)
Company W-9

- C. Deadline for submission is Friday, July 11, 2025 by 11:00 a.m.
- D. All proposals are to be submitted sealed.
- E. Send or hand-deliver sealed proposals to:
City of Newburgh
City Hall, Office of the Comptroller 4th Floor
Attn: Robert Van Vlack, City Purchasing Agent
83 Broadway
Newburgh, New York 12550
- F. The City will accept all sealed proposals that either are received by in-person delivery or mailed. No electronic submissions.
- G. All received proposals will be initialed, dated, and time recorded by the City Comptroller or its designee. The date and time will be recorded from an office computer or mobile (cell) phone.
- H. Responses missing the deadline will not be considered.
- I. A proposal may not be modified, withdrawn, or canceled for a period of forty-five (45) days after the date of the proposal opening; thereafter, a proposer may withdraw his proposal only by written notice of withdrawal submitted in advance of the proposal award.

10. PROPOSAL OPENING

- A. A Non-Public Bid Opening will be held on: Friday, July 11, 2025 at 11:15 a.m.
- B. It will be held at City Hall, 4th Floor (Comptroller Office), 83 Broadway, Newburgh, NY.

11. EVALUATION CRITERIA

- A. All proposals will be scored by the following criteria:

Evaluation Criteria		
Criteria	Details	Weight
Company Information	Submittal Form B Provide an overall plan, detailing the number and types of Rides, Amusements, and Concessions. The Proposer's experience and qualifications demonstrating the ability to fulfill the requirements of the proposal, technical ability, knowledge of laws and regulations as they apply to the services to be provided, references, and other factors, which the City may consider relevant.	50
Percentage (%) of daily proceeds	Submittal Form A Highest Bid Percentage will receive 25 points. Lower bids will be calculated by: $\text{Bid/Highest Bid} = \text{Result}$ $\text{Result} \times 25 = \text{Score}$	50
Total		100

- B. A selected team of City employees will review and score all proposals based on the evaluation criteria.

The City will award the contract to the highest scoring, responsive and responsible proposer.

12. AWARD AND CONTRACT

- A. An Award Letter will be issued to selected proposer.
- B. The successful Ride Company must agree to the terms set forth in the City of Newburgh Goods and Services Contract ("Contract"), attached to this Solicitation for reference, on substantially the same terms and conditions as provided therein.
- C. The Contract referenced is subject to approval by the City Council of the City of Newburgh.

- D. The contract award will be for 2025, with two (2) one-year extensions, upon mutual consent of the parties.

13. TERMS AND CONDITIONS

- A. The City may, at its option, interview prospective proposer as part of this selection process. However, selection may take place without such interviews. Therefore, applicants are urged to present proposals that are as complete as possible upon initial submission.
- B. The City may terminate the RFP process at any time for any reason.
- C. The City reserves the right to reject any and/or all proposals.
- D. The City has no obligation to discuss its reasons for selecting, accepting, or rejecting any proposals with the proposer or representatives of said proposer, but will entertain such requests.
- E. The issuance of the RFP does not mandate the City to select a proposal and/or enter into any agreement. A submission does not constitute business terms under any eventual agreement.
- F. This RFP does not in any way obligate the City to reimburse respondents for any costs associated with the preparation and submission of a proposal.
- G. The City will award the Contract to the lowest scoring responsive and responsible proposer.
- H. The Contract requires the approval of the Newburgh City Council.

14. ATTACHMENTS

- A. Submittal Form A – PROPOSED PERCENTAGE (%) OF DAILY PROCEEDS FORM
- B. Submittal Form B – COMPANY INFORMATION
- C. Submittal Form C - BIDDER ACKNOWLEDGEMENT FORM
- D. Submittal Form D - NON-COLLUSION BIDDING AFFIDAVIT
- E. Submittal Form E - CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT
- F. Reference Document - CITY OF NEWBURGH GOODS AND SERVICES CONTRACT

Schedule B



338 Willow Tree Rd. • Milton, NY 12547
Phone: 845-795-1263 • Fax: 845-795-2345

Shamrock Shows INC. will bring 12-14 rides and 2-4 games and 3 concession trailers during the 2025 international festival.

Shamrock Shows INC. will provide proper insurance coverage, co listing city of Newburgh NY in scope and amount satisfactory to City, and will have proper permits for Orange County health dept

Shamrock will provide amusements concessions and carnival rides at no cost to the city of Newburgh

Shamrock shows INC. will pay the city of Newburgh 30% of the entire ticket proceeds over the total duration of festival

Shamrock shows INC shall provide electricity for all amusements concessions and carnival rides

Shamrock shows INC will provide 100 advertising posters at no cost to the city and will be distributed by the city

Shamrock shows will provide tickets at no cost to the city

Shamrock shows will be fully responsible to provide personnel

Shamrock shows will clean and provide maintenance to all immediate concessions and amusement rides at all times

Shamrock shows will provide a written account of the daily proceeds earned to the designated city of Newburgh representative at the conclusion of each and every night

Shamrock shows will pay the city at the end of each evening the amount due to the city of Newburgh

Shamrock shows will set up no earlier than Tuesday August 26TH at 12:00 pm shamrock will have all rides removed from location no later than 12:00 pm on Tuesday Sept 2nd

shamrock shows will have all personnel rides and concessions ready to operate first day no later than 5:30 pm on Friday august 29th and shall cease operations promptly at 10:00 on each night.

Shamrock Shows will provide power to all their own rides concessions as well as potable water and provide proof of water source.

Shamrock Shows will clean all amusement areas nightly and after event and take all cooking oil with them.



SHAMSHO-01

MCHUA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2025

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

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

PRODUCER
Johnson, Kendall & Johnson, Inc.
109 Pheasant Run
Newtown, PA 18940

CONTACT
NAME:
PHONE
(A/C, No, Ext): (215) 968-4741 FAX
(A/C, No): (215) 968-0973
E-MAIL
ADDRESS: info@jkj.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Accredited Surety and Casualty Company, Inc. 26379

INSURER B: Berkshire Hathaway Specialty Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Shamrock Shows, Inc.
11611 East Bay
Gibsonton, FL 33534

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			1-RSL-FL-17-01538739-00	2/25/2025	2/25/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Policy Aggregat \$ 8,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			1-RSL-FL-19-01539034-00	5/23/2025	5/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			1-RSL-FL-17-01538740-00	2/25/2025	2/25/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Agg. \$ 4,000,000 PER STATUTE ☐ OTH-ER ☐
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	N9WC099240	7/22/2024	7/22/2025	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Newburgh are named as an Additional Insureds with respects to the operations of the Named Insured where required by written contract for General Liability.

CERTIFICATE HOLDER

City of Newburgh
83 Broadway Newburgh NY 12550

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH JULY 4 EVER FIREWORKS, INC.
& ROCCO POLIFRONE TO PROVIDE A FIREWORKS DISPLAY
AT THE CITY OF NEWBURGH ANNUAL INTERNATIONAL FESTIVAL
FOR THE AMOUNT OF \$16,000.00**

WHEREAS, the City of Newburgh has received a proposal from July 4 Ever Fireworks, Inc. & Rocco Polifrone to provide a fireworks display on September 6, 2026 with a rain date of September 7, 2026 for the 2026 International Festival at a cost of \$16,000.00; and

WHEREAS, funding for the International Festival fireworks display shall be derived from the 2026 Budget – A.7550.0400.0004; and

WHEREAS, this Council has determined that accepting the proposal of July 4 Ever Fireworks, Inc. & Rocco Polifrone is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a proposal and execute a contract, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with July 4 Ever Fireworks, Inc. & Rocco Polifrone for a fireworks display for the 2026 City of Newburgh International Festival on September 6, 2026 with a rain date of September 7, 2026, at a cost of \$16,000.00.

JULY 4 EVER



FIREWORKS

City of Newburgh

PROPOSAL

JULY 4 EVER FIREWORKS how we started...where we are now!

July 4 Ever Fireworks company has been in the fireworks industry for over 40 wonderful years. We have always been family owned and operated because of our love and passion we have for fireworks.

Our journey started as wholesalers to the industry, we imported fireworks that were used in thousands of displays throughout the country and abroad. At one time we were the largest importers on the East coast with the most talked about facility with our Military bunkers used to house fireworks. We have loyal employees from our office staff to our dedicated trained Pyrotechnicians.

Our company does displays all year long from the hottest days of summer to the coldest days of winter. Our year-round displays have allowed us to keep our steady clients happy and able to do their biggest Fourth of July displays to their New Years Eve display and every special event in between. Our displays have been seen on TV, from New York to Las Vegas, Barges, Lakes, Beaches, Ball stadiums, National Geographic, around the NYC area, Chinese New Year, Towns, Villages, Corporate events, Weddings and many more.

Our number one priority has always been safety. We pride our company on safety and making sure our clients mind is at ease knowing our commitment and dedication is to assure every show is tailored designed for the location and audiences to have the best experience and a spectacular night to remember.

All Permits, licensing, insurance, workers compensation will be promptly done in our office in a timely manner from the initial signing of the contract. We will do all meetings for sight inspections, and Town Hall meetings (if required).

Our commitment is to provide each client a choreographed show designed by a team dedicated to making sure each show is uniquely planned. We use the highest-grade quality pyrotechnics for ALL our displays and guarantee the best display for every budget.

Our team is one of a few who proudly answers all calls anytime day or night, being able to speak to a representative if any questions should arise. Our customer service is exceptional, and we proudly give references should they be requested.

Reputation Is everything:

What you can expect: High impact, rhythm like dancing fireworks especially if choreographed to music. There is a WOW opening, a body which will captivate and keep audiences engaged with special designs, variety of colors and multiple effects, our finale will consist of a barrage of fireworks that will leave audiences applauding for more!

Thank you. We look forward to working with you!

Synopsis of Services

- ❖ SHOW DATE: September 6th, 2026
- ❖ PROGRAM BUDGET: \$16,000.00
- ❖ EFFECT LIST: See Attached
- ❖ PERSONNEL: NYS Licensed Tech & Assistants
- ❖ TRANSPORTATION: July 4 Ever Vehicle
- ❖ PERMITS: As Required by City
- ❖ INSURANCE As Required by Sponsor

Fireworks Display Synopsis

SHOW DATE: September 6th, 2026

RAIN DATE: September 7th, 2026

BUDGET: \$16,000.00

CLIENT: City of Newburgh

ITEM DESCRIPTION	QUANTITY	NUMBER OF SHOTS
OPENING:		
2"	60	120
3"	15	30
4"	3	6
5"		
6"		
Repeaters	120	360
BODY OF DISPLAY:		
2"		
3"	200	360
4"	180	180
5"	124	124
6"		
Repeaters	960	960
FINALE:		
2"	360	360
3"	150	150
4"	120	120
5"	40	40
6"		
Repeaters	800	800
TOTAL:		3610

July 4 Ever Effects

X Shape Red/ Green Stars With White

Strobe Mine

X Shape Blue & Gold Strobe Willow Tail

Straight Salute W/ Color Tails

Break (5 Inch)

Double Break (6 Inch)

Mixed Effects

Z Shape Whistling Tail To Brocade With
White Strobe

Straight Whistling To Thunder (Instant)

Straight Whistling To Thunder (Instant)

Straight Brocade Mine To Brocade Crown

Straight Blue Tail To Flower Crown With
Red/ Blue

Z Shape Brocade Tail Spit Brocade

Waterfall With Red/ Green Strobe Pistil

Z Shape Blue Tail To Nishiki Willow W/
Color Pearls

Fan Shape Nishiki Willow W/ Color
Falling Leaves

Z Shape Brocade Crown W/ Color Falling
Leaves

July 4 Ever Effects

Z Shape Gold Horse Tail W/ Blue Pearls

Straight Brocade Break Alternate White

Strobe Color Falling Leaves With B/ R
Tails

Straight Red/ Green/ Blue Tail To Ti-
Gold Palm With Red/ Green/ Blue Dahlia

Straight Brocade Tail To Gold Pine With
Red/Green/Blue

Straight Gold To Brocade W/
Teal/Purple/Orange/Blue Dahlia

Half Red Half Blue With White Strobe
Pistil

Z Shape Brocade Crown W/ Color Falling
Leaves

X Shape Red/Green/Blue Tail To White
Strobe With Green/Purple/Orange Dahlias

X Shape Red/Green/Blue Tail To White
Strobe With Green/Purple/Orange Dahlias

Blue Tail Salute W/ Red Strobe Mine

Fan Shape Brocade Mine To Brocade

Z Shape Brocade Horse Tail W/ White
Strobes

July 4 Ever Effects

Brocade Crown W/ Color Falling Leaves

Multiple Reports

Blue Star Mine & Neon Glittering Tail To
Special White Brocade Crown

Blue Star Mine And Neon Glittering Tail
To Gold Ti Willow

Blue Star Mine And Neon Glittering Tail
to Red, Green Falling Leaves And Blue
Star

Blue Star Mine And Neon Glittering Tail
To Red, Sea Blue Stars W. White Strobe
Blue Tail To Gold Ti Willow & Blue Star
Blue Tail To Silver Nishiki Willow, Blue
Star & Red Strobe

Red Coconut Tail To Silver Plum & Red
Dahlia

Special White Brocade Crown To Red,
Orange Dahlia

Blue Tail To Gold Nishiki Willow

Red Tail To Thunder(Instant)

Red Tail To Brocade Crown(Instant)

Straight Whistling To Thunder

Straight Whistling To Thunder(Instant)

Assorted Nishiki Willow Effect

Assorted Tiger Tails To Huge Break

July 4 Ever Effects

Red/ Green/ Orange Dahlia Special White
Strobe

Pigeon Blood Blue Dahlia

Green/ Blue Dahlia Red Lace

Purple/ Green/ Blue Dahlia Gold Lace

White Strobe Pigeon Blood Dahlia

Red Peony Time Rain Pistil

Time Rain Chrys.

Silver Crackling Willow Green Strobe

Brocade Crown

Special Red/ Green/ Blue Brocade

Red/ Green/ Gold Strobe Brocade To
Laser Willow

Silver Palm White Strobe

Gold Willow To Red

Green Willow White Strobe Pistil

Gold Willow Brocade

Red Strobe Willow Blue Stars

Gold Strobe Willow Color Dahlia

Color Palm

Gold Willow To Color With White Strobe

Red/ Green/ Orange/ Yellow To Silver

Palm

Blue Palm

July 4 Ever Effects

Red Lace Ring

Brocade To Blue Ring

Blue Ring

Gold Splash Ring

Delay Time Rain Ring

Quick Crackle Ring

White Strobe Red Moving Mine To

Purple/ Green/ Blue With White Lace

Color Dahlia White Strobe Mine To

Brocade Green Strobe

Gold Blue Mine To Red/ Green/ Blue

With Quick Crackle

Gold Willow To Color With Silver Strobe

Mine To Gold Willow White Strobe Gold

Willow To Red/ Green Strobe Mine To

White Lace Green Tail

Brocade To Red Mine To Color Palm

With Crackle

Blue To Green Mine To Timerain With

Red/Green/Blue Dahlias

Special White Strobe Blue Mine To Red/

Blue Dahlia White Strobe

Crackling Silver Fish Mine To White

Strobe Red Tail

Silver Crackling Wave With Green Mine

To Red/ Green/ Blue Wave White Strobe

July 4 Ever Effects

Green Palm To Timerain Mine To Red/

Green/ Blue Dahlia White Strobe Red

Palm Crackling+Blue Palm Crackle

Pigeon Blood+Blue To Brocade

Brocade Red Strobe+Green Palm Red

Lace

Brocade+Pigeon Blood

Blue/ Green Dahlia With White Strobe

+Pigeon Blood With White Strobe



JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

THIS CONTRACT AND AGREEMENT for the display of Fireworks made and concluded this 30th day of July, 2026, by and between **JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE**, of Walden, NY (hereinafter referred to as "July 4 Ever & Rocco Polifrone"),

AND

City of Newburgh

(hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, July 4 Ever & Rocco Polifrone and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions and payments of this contract:

July 4 Ever & Rocco Polifrone agrees:

1. To furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay July 4 Ever & Rocco Polifrone for the Fireworks as follows:

Display Date: September 6th

Postponement Date: September 7th, 2026

Contract amount: \$ 16,000.00 ; 0% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to July 4 Ever, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of July 4 Ever & Rocco Polifrone without written authority.

2. JULY 4 EVER & ROCCO POLIFRONE further agrees to furnish, sufficient trained personnel to present a display.

CLIENT further agrees:

3. To procure and furnish a suitable place to display the said Fireworks; to furnish the necessary police and fire protection; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community

Permit fee not included in pricing

Duration: 20-25 Minutes

The PARTIES mutually agree:

4. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15%. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is canceled and there will be a charge to cover the costs of cancellation of 50%.
5. July 4 Ever & Rocco Polifrone reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not adversely affect price, time of delivery, functional character or display performance. July 4 Ever & Rocco Polifrone reserves the right to use multiple subcontractors in the setup and licensing of the display
6. If the location of the firing site, spectator's location, parking areas of structures is deemed unsuitable or unsafe, in the discretion of July 4 Ever & Rocco Polifrone or its agents or personnel, July 4 Ever & Rocco Polifrone may refuse to fire the display until conditions are corrected. If such conditions are not corrected, July 4 Ever & Rocco Polifrone may cancel the display without further liability to the Client for such cancellation.



7. This contract shall be deemed made in the State of New York and shall be constructed in accordance with the laws of New York. The parties agree and consent to the jurisdiction of New York to determine conflicts regarding the language and payments to be made under this Contract.
8. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, July 4 Ever & Rocco Polifrone may refuse to make further delivery and may terminate this contract without prejudice to the rights of July 4 Ever & Rocco Polifrone . If the Client's financial conditions become unsatisfactory to July 4 Ever & Rocco Polifrone , July 4 Ever & Rocco Polifrone , may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
9. If Client fails to pay the monies due under this contract, July 4 Ever & Rocco Polifrone is entitled to recover the balance due plus interest at 1-1/2% per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, July 4 Ever & Rocco Polifrone is entitled to recover the balance due, plus accrued interest, plus attorneys fees of 10% of the amount past due, plus court costs.
10. This Contract shall not be construed to create a partnership between the parties or persons mentioned herein.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of July 4 Ever & Rocco Polifrone , which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
12. Client agrees to hold harmless July 4 Ever & Rocco Polifrone for any and all actions, claims, and legal fees incurred outside the operations or control of July 4 Ever & Rocco Polifrone . July 4 Ever & Rocco Polifrone agrees to hold harmless client for any and all actions, claims, and legal fees incurred outside the operations of the client.
13. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above-written.

For CLIENT:

For: JULY 4 EVER FIREWORKS INC & ROCCO POLIFRONE

Dated: _____

Dated: _____

Please sign contract where indicated for Client and return all copies for final acceptance to:

**July 4 Ever &
Rocco Polifrone
382 Rock Cut Road
Walden, NY 12586
Office: 1-845-564-0184**

July 4 Ever & Rocco
Polifrone
382 Rock Cut Rd, Walden, NY 12586
Tel: 845-564-0184

Communication Sheet

PLEASE COMPLETE THIS FORM AND RETURN IT WITH YOUR SIGNED CONTRACT

CUSTOMER INFORMATION

NAME: _____

ADDRESS: _____

FIRING SITE INFORMATION

LOCATION: _____

ADDRESS: _____

CONTACT: _____
(ONE)

PHONE: _____

CONTACT PERSON

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

SHOW INFORMATION

DATE: _____

RAIN DATE: _____

TIME: _____

STORAGE SITE INFO

LOCATION: _____

ADDRESS: _____

SECURITY YES OR NO (CIRCLE

ALTERNATE CONTACT

NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

E-MAIL: _____

JULY 4 EVER FIREWORKS INC., & ROCCO POLIFRONE

WALDEN, NY 12586
PHONE (845) 564-0184
E-mail: nyjuly4ever@gmail.com

NO LIMITS



July 30th, 2026
Robert Van Vlack
RVanVlack@cityofnewburgh-ny.gov
1-845-569-7395

Dear Robert,

Thank you for giving us the opportunity to quote you a price on an exclusive Fireworks Display.

We are confident that the combination of quality, service, and price that we offer is unmatched anywhere. After you've finished your own research, we think you'll agree.

Enclosed is a copy of our proposal, product information, and a company letter. Should you accept our proposal, please sign the contract and send us via facsimile a copy so we may hold the date then you may forward the original by mail. We look forward to serving you.

If, at any time, you have a question, please call me at (845) 564-0184 Thank you once again for inquiring about a Display for your special occasion.

Sincerely,

Anthony Esposito

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND CAPITAL MARKETS ADVISORS, LLC
FOR PROFESSIONAL FINANCIAL CONSULTING SERVICES TO ASSIST THE CITY
WITH THE 2027 BUDGET AND RELATED WORK**

WHEREAS, the City of Newburgh issued Request for Proposals #8.26 seeking proposals from experienced financial consulting firm to assist the City in developing the 2027 budget and assisting in other general budget/accounting related activities; and

WHEREAS, Capital Markets Advisors, LLC submitted a proposal to provide professional municipal financial consulting services to the City of Newburgh; and

WHEREAS, the total budget for the consulting services and reimbursable expenses will not exceed \$61,600.00 and will be derived from A.1230.0448-Other Services; and

WHEREAS, this Council has determined that entering into a professional services agreement with Capital Markets Advisors, LLC for the municipal financial services 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 Interim City Manager be and he is hereby authorized to enter into an agreement with Capital Markets Advisors, LLC at a not to exceed cost of \$61,600.00 for professional financial consulting services to assist the City in developing the 2027 budget and assisting in other general budget/accounting related activities.

CITY OF NEWBURGH
Professional Services Agreement

This professional services agreement (“Agreement”) is made and entered into this _____ day of August, 2026, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 (“City”), and Capital Markets Advisors, LLC, with an office address of 11 Grace Avenue, Suite 308, Great Neck, New York 11021 (“Consultant”).

WITNESSETH

WHEREAS, the City is undertaking a search for a experienced financial consulting firm to assist the City in developing the 2027 budget and assisting in other general budget/accounting related activities and pursuant to the City Charter and applicable New York State laws, rules and regulations; and

WHEREAS, the City seeks Consultant’s services in order to assist the City to advance the City’s goals and objectives; and

WHEREAS, Consultant shall provide such services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Services (hereafter referred to as “Services”)

Schedule B – Pricing Matrix/Fee Schedule

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Consultant from the City, with work elements being started during the term and continuing to completion and acceptance by the City; and

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed \$61,600.00, with payment being made in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Consultant to perform the services, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

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

1. GENERAL OBLIGATIONS OF CONSULTANT

- 1.1 This Agreement incorporates by reference as if set forth herein the Consultant's proposal dated July 24, 2026 and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by the City in evaluating the Consultant for award of this Agreement.
- 1.2 This Agreement sets forth the general terms and conditions governing the entire Scope of Services (**Exhibit A**) that the City may seek and the actual Services obligated by the City pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by the City or Services to be performed by the Consultant. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.
- 1.3 The Consultant shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision. Any failure by the Consultant to thoroughly familiarize itself with and understand such matters shall not relieve the Consultant of its obligations under this Agreement or any Task Order hereunder.
- 1.4 The Consultant shall perform the Services contained in any Task Order in a diligent, safe, and workmanlike manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The Consultant will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Consultant.
- 1.5 The Consultant shall commit adequate resources to perform the Services.
- 1.6 The Consultant shall submit all compliance documentation required by the City in any attachments hereto, or otherwise required by any RFP or Task Order(s) related to the Services.

2. GENERAL OBLIGATIONS OF THE CITY

- 2.1 City agrees to compensate the Consultant for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task

Order and at the rates established in **Exhibit B** (also referred to herein as the “Pricing Matrix” or the “Fee Schedule”). Consultant agrees that in no event will the City pay the Consultant more than \$61,600 (“Total Fee”) for the Services under all Task Orders under this Agreement. The Consultant under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. the City will not be obligated to remit payment to the Consultant for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Consultant shall not be obligated to continue performance if to do so would cause the Consultant's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

- 2.2 The City shall, in its sole discretion, determine the extent to which it will use the Services of the Consultant. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.
- 2.3 Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Consultant. The Consultant shall not restrict the City from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. TASK ORDERS

- 3.1 All Services and compensation shall be obligated pursuant to a Task Order, which shall include a Statement of Work that will set forth the specific Services required by the City.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement. If the Agreement is not modified, unless otherwise instructed by the City, by the end of the period of the Agreement, Consultant shall deliver any and all Property belonging to the City to a location designated by the City. In addition, the Consultant, at no additional cost, shall: (a) cooperate fully at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, “Property” means all tangible and real property owned or leased by the City. the City property includes both the City-furnished and Consultant-acquired property. the City property includes material, equipment, special tooling, special test equipment, and real property.

5. CONSULTANT REPRESENTATIONS AND WARRANTIES

5.1 Consultant represents, covenants, and warrants that:

- 5.1.1 The Consultant is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Consultant under this Agreement.
- 5.1.2 This Agreement does not in any way conflict with any other agreements of the Consultant.
- 5.1.3 The Consultant possesses the business, professional, and technical expertise, and training required to perform the Services.
- 5.1.4 The Consultant has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to the City.
- 5.1.5 The Consultant possesses the equipment, facilities, and employees to perform the obligations under this Agreement.
- 5.1.6 The Consultant and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services.
- 5.1.7 That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Consultant to the City in connection with the Services are complete and accurate to the best of the knowledge of the Consultant. The Consultant represents that the City, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Consultant agrees to promptly notify the City upon discovery of any instances where the Consultant becomes aware of any discrepancies in relation to documents under this Section.

6. INSPECTION & ACCEPTANCE

- 6.1 Consultant shall only tender for acceptance those items that conform to the requirements of this Agreement. the City reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance. the City may require repair or replacement of nonconforming Services at no increase in compensation. If repair/replacement or reperformance will not correct the defects or is not possible, the City may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Services. the City must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and

(2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. PAYMENT AND ACCOUNTING PROCEDURES

- 7.1 Payment for all Services shall be made in United States currency.
- 7.2 Payment will only be made upon receipt of an accurate and complete invoice from the Consultant for Services rendered, in conformance with the Task Order's payment schedule.
- 7.3 The City reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
- 7.4 Except as may be specifically provided in the Task Order, the Consultant is solely responsible for all the Consultant's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- 7.5 Consultant shall submit an electronic invoice to the City's Comptroller. Each invoice must include all applicable supporting documentation, including but not limited to:
 - 7.5.1 Name and address of the Consultant;
 - 7.5.2 Invoice date and number;
 - 7.5.3 Task Order number;
 - 7.5.4 Description of services, quantity of Services, unit or rate of measure of the items delivered;
 - 7.5.5 If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - 7.5.6 Terms of any discount for prompt payment offered;
 - 7.5.7 Receipts and expense reports;
 - 7.5.8 Subcontractor invoices; Federal and state forms;
 - 7.5.9 Name and address of official to whom payment is to be sent;
 - 7.5.10 Name, title, and phone number of person to notify in the event of defective invoice; and

7.5.11 Additional information as reasonably required by the City Comptroller.

- 7.6 All amounts paid by the City to the Consultant are subject to audit by the City, as set forth in Section 10 of this Agreement.
- 7.7 Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in such requisition.
- 7.8 The City's payment of all or a part of an invoice shall neither relieve the Consultant of any of its obligations under this Agreement nor constitute a waiver of any claims by the City.

8. TERMINATION

- 8.1 Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the City, become the City's property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.
- 8.2 Termination for Convenience. the City may terminate this Agreement at any time by giving at least ten (10) business days' notice in writing to the Consultant. If this Agreement is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.
- 8.3 Upon termination of this Agreement, the Consultant, at no additional cost, shall: (a) cooperate fully at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

9. SUPERVISION OF SERVICES

- 9.1 The City may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Consultant.

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- 9.2 The Consultant will cooperate with the City at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all the City recommendations and proposals.
- 9.3 The Consultant shall cooperate with the City in promptly completing and submitting all documents and records required by the City or other authorized representatives and otherwise comply with all applicable orders, administrative rules, regulations and procedures of the City for the proper administration of the Services.

10. INSURANCE AND INDEMNITY

- 10.1 Indemnity: Consultant shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to the City), and indemnify the City, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "the City"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, the Services or Scope of Services, or any Task Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Task Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Consultant-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Consultant or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

The indemnity referenced in this section shall expressly include, but is not limited to, the obligation of Consultant to indemnify and reimburse the City for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in the City's enforcement of this Agreement, or any portion thereof, against Consultant or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to the City only after completion of the work enumerated in the Agreement, Services or Scope of Services, or any Task Order(s). Accordingly, all of the indemnity provisions of this section 11(a) shall also apply to any losses sustained prior to the passing of risk of loss to the City. This clause shall survive indefinitely the termination of this Agreement for any reason.

Notwithstanding the foregoing provisions of Section 11, Consultant remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Consultant, its officers, employees or agents.

10.2 Insurance: Consultant shall procure and maintain, at its sole cost and expenses, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as follows:

10.2.3 Commercial General Liability Insurance. In an amount not less than one million dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; one million dollars (\$1,000,000.00) per occurrence for personal and advertising injury; two million dollars (\$2,000,000.00) products/completed operations aggregate; and two million dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name the City of Newburgh "Additional Insureds."

10.2.4 Comprehensive Automobile Liability. In an amount not less than one million dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Consultant's activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s).

10.2.5 Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.

10.2.6 Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Consultant or its employees) utilized and/or related to Consultant's activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of the City. Consultant hereby agrees to waive its right of subrogation against the City. Failure of the Consultant to secure and maintain adequate coverage shall not obligate the City, its agents or employees, for any losses.

10.2.7 Excess Liability Insurance. In an amount not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all

limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an "occurrence" basis and shall be endorsed to name the City of Newburgh as "Additional Insureds."

- 10.2.8 Professional Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Consultant and/or those acting under the Consultant's direction or control and/or those for whose acts the Consultant may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by Consultant.
- 10.3 All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Consultant under this Agreement, the Services or Scope of Services, or any Task Order(s), and shall be endorsed to provide that the City shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.
- 10.4 The Consultant shall provide Certificates of Insurance to the City prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including the City as "Additional Insureds", shall be deemed a breach of contract.
- 10.5 An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability Benefits Insurance. For evidence of Workers' Compensation Insurance, the contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI- 12 (Certificate of Workers' Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

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- 10.6 Subcontractors under this Agreement shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However, Consultant shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Consultant given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.
- 10.7 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of the City.
- 11.2 Any change of control by the Consultant, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets of the Consultant.
- 11.3 As part of any subcontract hereunder, after Consultant receives written approval, the Consultant must incorporate the terms of this Agreement in its subcontract, including those Insurance requirements which are applicable to subcontractors pursuant to Section 11(b), so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Consultant does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between the City and the Consultant's subcontractors, and no subcontract shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Consultant and for persons directly employed by the Consultant.
- 11.4 The Consultant's obligation to pay its subcontractors is an independent obligation from the City's obligation to make payments to the Consultant. As a result, the City shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. COMPLIANCE WITH LAW

- 12.1 The Consultant shall comply with all Law applicable to this Agreement and the Services performed hereunder.

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- 12.2 The Consultant shall promptly notify the City in writing upon discovery of any failure, or any allegation of any failure, of the Consultant to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 12.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

13. MISCELLANEOUS PROVISIONS

- 13.1 Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.
- 13.2 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.
- 13.3 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or of any party in connection therewith.
- 13.4 Authorization. The Consultant, or the representative(s) signing this Agreement on behalf of the Consultant, represents and warrants that the Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Consultant and to bind the Consultant to its contractual obligations hereunder.
- 13.5 Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this

Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

- 13.6 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 Agreement page.

Notice served upon the City shall be delivered to:

City of Newburgh
Attn.: City Manager
83 Broadway
Newburgh, New York 12550

With a copy to:

City of Newburgh
Attn: Corporation Counsel
83 Broadway
Newburgh, New York 12550

Notice served upon Consultant shall be delivered to:

Capital Markets Advisors, LLC
Attn: Richard Tortora
11 Grace Avenue, Suite 308
Great Neck, New York 11030

- 13.7 In the event of any claims made or any actions brought against the City in connection with the Agreement, Consultant agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 13.8 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 Agreement. 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.
- 13.9 This Agreement 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.

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- 13.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 13.11 This Agreement 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.
- 13.12 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

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[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Professional Services
City of Newburgh with Capital Markets Advisors, LLC

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: _____, 2026 CITY OF NEWBURGH

By: _____
Name: Jason Morris
Title: Interim City Manager
Per Res.: _____-2026

DATED: _____, 2026 CAPITAL MARKETS ADVISORS, LLC

By: _____
Name: Richard Tortora
Title: President

Acknowledgment Page
Agreement for Professional Services
City of Newburgh with Capital Markets Advisors, LLC

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

On the ____ day of _____, in the year 2026, before me personally appeared Jason Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 2026, before me personally appeared Richard Tortora, 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

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[Schedules to Follow]

SECTION IV

SCHEDULE

TENTATIVE APPROACH

The following summary provides details of our tentative approach to the project **starting the week of August 17, 2026.**

During the weeks of August 17 and August 24, 2026 – Define Working Team, City Objectives and Scope of Plan. Under Phase I, CMA would typically conduct an introductory meeting with the City. CMA will also seek to gain information on parameters which could impact its tactical approach for this assignment. We will review acceptable and prohibitive areas for budgetary reductions, whether a review of contractual payments would be acceptable, or other indirect costs which may be considered. Gross expenditure reduction could result in the loss of State and Federal aid or in departmental fees and revenues. Thus, it will be key to consider the net effect of each proposed action. Some of the key steps in may include, but are not limited to:

- *Establish Working Team:*
 - Establish Internal Working Team and Define Member Roles
 - Distribute Working Team Contact List To Applicable Parties
 - Clarify Roles Of Key Team Members
 - Agree On A Plan For Conveying Information With The City
- *Define Plan Objectives:*
 - CMA Provides An Information Request For Baseline Financial Information (Budgets, Multi-Year Plans, Capital Budgets, Audits, and Other Relevant Documents)
 - Conduct Introductory Meeting With City Manager and other City Officials to Identify Relevant Plan Objectives and Goals
 - Discuss Tentative Timeline
 - CMA Requests Contact Info For Department Heads An Other Key City Officials Who May Not Be In Attendance Of The Kickoff Meeting
 - Identify Data And Information Resources
- *Define Scope of Plan:*
 - Define Parameters of Plan Or Any “Off-Limit” Areas of Operation
 - Discussion of Key Focus Areas
 - Develop Plan Framework

During the weeks of August 31 and September 14, 2026 - Information Gathering and Analysis and Baseline Review of Operations. The starting point for any budgetary evaluation and preparation is a comprehensive, objective and informed review of existing fiscal conditions. CMA will begin the process of compiling primary data collection for the baseline financial review. During Phase II, our team will focus on the collection of relevant budgetary data. This information will be requested by a variety of individuals who would have been identified during the kickoff meeting. CMA will develop a systematic plan and comprehensive methodology to ensure all pertinent information is collected. CMA’s project team will make on-site visits to meet with City Council, Corporation Council and City Manager to discuss legislative priorities and attend Budget Work Sessions for the Legislature and Executive Office Department Heads.

Additionally, CMA will interview key operations staff and stakeholders; review existing policies and procedures of the City; tour certain operational sites; review prior budgets, personnel and other operating records; if applicable, identify existing shared service arrangements (formal and informal) between and among local governments and collect electronic or hard paper copies of key financial or operational documents.

CMA also understands the City intends to replace its existing, unsupported KVS financial system, and that the selected firm will assist with soliciting, reviewing, procuring and implementing new financial software. CMA will support this effort end-to-end: conducting a needs assessment with Finance, IT and department stakeholders to define functional and technical requirements; surveying the financial and ERP systems in use by comparable New York municipalities; assisting the City in preparing and issuing a software procurement solicitation; developing an objective, weighted evaluation framework and helping the City score vendor responses and conduct demonstrations; and supporting implementation planning. Throughout, CMA will be mindful of the need for the new system to integrate with the City's existing ClearGov budgeting environment.

Some of the key steps in Phase II may include, but are not limited to:

- *Determine Needs and Create Systematic Data Collection Plan*
- *Identify Data And Information Sources*
- *Commence Data Gathering Through Information Requests And Site Visits*
- *Schedule Departmental and Agency Interviews*
 - Determine Departments to be Interviewed
 - Schedule Interviews
 - Interview Relevant Individuals
- *Develop Tools To Identify Fiscal Trends, Budgetary Stability And To Benchmark Comparable Financial Ratios*
- *Develop Strategy For Follow-up Collection Efforts*

During the weeks of September 21 to October 5, 2026 – Data Evaluation and Budget Drafting. CMA will review gathered data and provide draft reviews of initial findings to the City. Our initiatives take into consideration best fiscal practices as identified by several sources, including the Office of the State Comptroller, the Government Finance Officers Association and a variety of applicable agencies. CMA will likely have additional on-site meeting with City officials to ensure the City remains informed of CMA's efforts. Some of the key steps may include, but are not limited to:

- *Organize Data*
- *Evaluate Information*
- *Utilization of Trend, Solvency and Benchmarking Tools for Comparisons*
- *Provide Initial Budgetary Findings To The City*
- *Identify Missing Sections for Follow Up Efforts*

The goal of reviewing the initial budgetary findings is not only to identify a series of potential alternatives that may enhance revenues and/or reduce costs, but also to prioritize for the City the recommendations that have the greatest potential and feasibility.

Our team will continue to evaluate information and develop the budget and interact with City officials to discuss progress. We would develop a tentative list of budgetary recommendations based on our prior conversations and assist in preparing a draft budget that would have been previously approved by the City. Some of the key steps may include, but are not limited to:

- *Incorporate Data into Approved Plan Framework*
- *Develop Tentative Budgetary Recommendations, Previously Tested For Feasibility*
- *Review With Internal Team for Appropriateness*
- *Follow Up Efforts For Any Remaining Open Items*
- *Distribute Revised Drafts, as Necessary*
- *Finalize Recommendations*

October 8, 2026 - Finalization and Delivery of Proposed Budget

- *Conduct Meetings to Review Completed Report And To Discuss The Basis And Expected Future Impact Of Budget Recommendations*
- *Develop Digital Version of Final Report*
- *Release of Report (As Deemed Applicable and Appropriate)*
- *Develop Presentation Relating to Finding*
- *Publicly Present Findings to Legislature*
- *Respond to any Follow-Up Questions or Conduct Additional Analysis, as requested*

Our team will deliver a final version of the draft report for the consideration of elected officials and the broader community.

October 13, 2026 - Present the Proposed Budget to City Council

- *Publicly Present Findings to City Council*
- *Respond to Questions*

November 9, 2026 – Participate in Public Hearing on 2027 Budget

- *Respond to Questions*

November 23, 2026 – Adoption of 2027 Budget

- *Submission of Real Property Tax Cap and Constitutional Tax Limit forms to OSC*

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SECTION V

FEE PROPOSAL

CMA's fee to provide the services requested in the RFP would be fifty-seven thousand, six hundred (\$57,600) dollars. CMA anticipates servicing this engagement as follows:

Name	Title	Hourly Rate	Projected Hours	Total Fee
Richard Tortora	President and Princi	\$250	8	\$ 2,000
Margaret Guarino	Managing Director	\$250	40	10,000
Tom Vouzakis	Vice President	\$185	120	22,200
Len Bernard	Senior Consultant	\$225	50	11,250
Morgan Reid	Associate	\$135	50	6,750
Evan Tortora	Associate	\$135	40	5,400
		Total	308	\$57,600

CMA also anticipates incurring out of pocket expenses for travel, meals and any required overnight stays as follows:

Name	Title	Round Trip Cost from Great Neck or WNY to Newburgh	Projected Trips/Over Night Stays	Over Night Stays	Total Cost
Tom Vouzakis	Vice President	168 miles x \$0.725 = \$108.75 Tolls: \$30	10		\$1,087.50 300.00
Morgan Reid	Associate	680 x \$0.725 = \$493.00	4/4	\$ 800.00	2,772.00
Evan Tortora	Associate	168 miles x \$0.725 = \$108.75 Tolls: \$30	4		435.00 120.00
			Total		\$ 4,714.50

CMA would cap its actual, out-of-pocket expenses at \$4,000.

SECTION VI

ADDITIONAL REQUIREMENTS

See the attached forms as required under the RFP.

END OF PROPOSAL

CITY OF NEWBURGH 2025 AUDIT CORRECTIVE ACTION PLAN

July 31, 2026

1. Audit Readiness, Year-End Accounting and Timely Account Reconciliations

During the audit, we noted that the City required assistance with certain year-end bookkeeping, accounting procedures, account analyses and reconciliations necessary to prepare the record for audit. We also noted numerous posting errors requiring correction, as well as delays in completing timely analysis and reconciliation for certain accounts, including Accounts Payable, Accrued Liabilities, Due from other Governments and Deferred Revenue. These matters resulting in expanded audit effort and delays in the audit process.

Recommendation: We recommend that the City continue to strengthen its year-end closing and financial reporting process by implementing a structured year-end closing checklist, performing timely periodic account analyses and reconciliation, and completing a thorough internal review of reconciliations and journal entries before the audit. We also recommend that interim and year-end account analyses be formally reviewed and approved by management or someone other than the preparer, with evidence of approval retained. Continued training for accounting personnel should further improve audit readiness, reduce posting errors and improve audit efficiency.

Correction Action: Currently, the City has an existing closing checklist process for end-of-month, quarterly, and yearly. However, this process has not been reviewed closely enough by the Comptroller for the above referenced accounts due to recent staffing changes in the City. In accordance with the recommendation, in future years the Comptroller will be tasked with reconciling the end-of-year accounts payable, accrued liabilities and due from other governments and deferred revenue accounts. Additional training for Finance Department staff will be implemented in 2026 and continue into 2027.

Due date: 12/31/26.

2. Outstanding Checks Discrepancies

During our review of the City's bank reconciliation for December 2025, we noted that the total outstanding checks listed in the reconciliation detail exceed the outstanding check reconciling item amount reported on the face of the bank reconciliation by approximately \$36,000. Differences between the reconciliation summary and supporting detail increase the risk that error or irregularities could occur and not be detected in a timely manner.

Additionally, inaccurate reconciliations may result in misstated cash balances and reduce the reliability of financial reporting.

Recommendation: We recommend the City strengthen its review procedures to ensure all reconciling items agree to supporting schedules prior to final approval. Supervisory review should include verification of mathematical accuracy and agreement between the reconciliation and supporting documentation, and evidence of review should be documented.

Correction Action: The bank reconciliations were assigned to a different Assistant Comptroller to provide a different perspective. A separate Assistant Comptroller will conduct a peer review to ensure mathematical accuracy and agreement with a supporting approval email being transmitted to the Comptroller memorializing corrections and ultimately an approval.

Due date: Implemented as of July 31, 2026

3. Bank Reconciliations

At the time of our audit, we noted 167 outstanding checks over a year old in the disbursement account amounting to \$97,094.68. Tracking outstanding checks is an important control procedure that ensures that all outgoing checks are accounted for.

Recommendation: We recommend the City follow up on these outstanding checks to either re-issue them or write them off if no longer valid.

Correction Action: The City will follow-up on outstanding checks on a 30-day cycle.

Due date: Implemented as of July 31, 2026

4. Journal Entries

During testing of journal entries, it was noted that 8 out of 20 entries selected did not have evidence of formal documented approval. Although management indicated that the entries were reviewed and approved through discussion, no written or system-based approval was retained to demonstrate this review.

Recommendation: We recommend that management implement and consistently enforce a formal approval process for all journal entries, including documented evidence of review and approval (such as system sign-off or written authorization). Maintaining

forma approval documentation will strengthen internal controls and provide clear audit support for management's review of journal entries.

Correction Action: Journal entries will only be posted by the Assistant Comptroller and Comptroller with the appropriate backup documentation. Journal entries prepared by Assistant Comptrollers will be reviewed by the Comptroller with an email chain of revisions and ultimately approval.

Due date: Implemented as of July 31, 2026.

5. Accounts Payable – Backdating of Transactions

During our review of accounts payable procedures, we noted instances in which check payment's dates did not correspond to the actual date the checks were issued. Backdating check payment dates can affect the accuracy of cash balances, expenditure reporting, and proper period cutoff. Accurate payment dating is essential to ensure that disbursements are recorded in the appropriate accounting period and that financial records fairly reflect the timing of cash outflows. Additionally, this practice may weaken internal controls over the disbursement process.

Recommendation: We recommend the City establish procedures to ensure that check payment dates reflect the actual date checks are issued and released. This may include reinforcing established disbursement policies, limiting the ability to modify check dates with the accounting system, and implementing supervisory review of check registers and disbursement reports. Strengthening these controls will help improve the accuracy of financial reporting and enhance internal control over cash disbursements.

Correction Action: The City has requested that the IT Department update the KVS software permissions to implement restricted access to this function in KVS. Ultimately, the implementation of new, updated accounting software will resolve this issue, along with many other issues associated with the older outdated KVS software.

Due date: Pending implementation of requested change in KVS software by IT Department (Early August 2026). New software purchase and implementation by mid-2027.

6. Deferred Grant Revenue

During our review of deferred grant revenue, we noted that certain grant balances have remained recorded as deferred revenue for periods exceeding one year. In some instances, these grants appear to be inactive or substantially completed. Maintaining

older balances in deferred revenue without periodic evaluation increases the risk that amounts may not be properly recognized as revenue or adjusted in a timely manner. This can result in inaccuracies in financial reporting and may obscure the true status of grant activity.

Recommendation: We recommend the City perform a periodic review of all deferred grant balances, particularly those outstanding for more than one year, to determine whether the related eligibility requirements have been met or whether adjustments are necessary. Establishing a year-end review process, including reconciliation of grant activity and communication with program administrators, will help ensure deferred revenue balances are accurate and properly stated in the financial statements.

Correction Action: Currently, the City has an existing closing checklist process for the end of the year. However, this process has not been reviewed closely enough by the Comptroller for the highlighted accounts due to recent staffing changes in the City. In accordance with the recommendation, in future years the Comptroller will be tasked to reconcile the end-of-year grant program balances and accounts. During the City's audit preparation process, an end-of-year grant meeting will be held with the Comptroller, City Grants Administrator and City Manager to review outstanding grant balances.

Due date: 12/31/26

7. User Access – Segregation of Duties

An effective system of internal control provides for the segregation of duties among available personnel, so that no one employee controls all phases of a transaction without some independent verification by another employee. We again noted during audit that the accounts payable clerk can add, modify and delete vendors and vendor information.

Recommendation: We recommend that the City consider delegating as many of these responsibilities to other employees in the accounting office to an extent practicable. This would provide an added layer of control over these transactions.

Correction Action: Accounts Payable staff should not have access to change vendor information. The Comptroller has directed the IT Department to update the KVS software permissions to implement restricted access to this function in KVS for specific lower and medium-level accounting positions. Ultimately, the implementation of new updated accounting software will resolve this, and many other issues with the older outdated KVS software.

Due date: Pending implementation of requested change in KVS software by IT Department (Early August 2026). New software purchase and implementation by mid-2027.

8. Credit Cards

During our audit procedures, we noted that the City's credit card account is not recorded in the general ledger or included in the City's accounting records. As a result, credit card liabilities and related expenditures are not fully reflected in the City's financial record until payment is made.

Recommendation: We recommend that the City record the credit card account and all related transactions within its accounting system. Monthly reconciliation should be performed between credit card statements and the general ledger, and outstanding balances should be properly recorded as liabilities at month-end and year-end.

Correction Action: The internal purchasing process using the City credit cards (P-Cards) will be revised to require employees making purchases to provide receipt documentation of expenditures within 1-day of the transaction. Accounts Payable's staff will then record all expenses in the books as they are incurred prior to receipt of the monthly statement.

Due date: After the new Purchasing Agent is hired and trained, this change will be implemented. By 12/31/26

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
ALGAE AND AQUATIC VEGETATION TREATMENT AT THE POLLY
LOCATED IN DOWNING PARK AT A COST OF \$4,200.00**

WHEREAS, the City of Newburgh needs to monitor water quality at the Polly located in Downing Park for potential algal and other harmful aquatic vegetation blooms; and

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

WHEREAS, the services will include permitting where required by environmental laws or regulations and treatment at a cost of \$4,200.00 and funding for such services shall be derived from A.7110.0415; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal and aquatic vegetation blooms at the Polly located in Downing Park at a cost of \$4,200.00.

SERVICES AGREEMENT

PROPERTY NAME: **City of Newburgh - Downing Park Pond**

CUSTOMER NAME: **City of Newburgh**

SERVICE DESCRIPTION: Downing Park Pond 2026 Aquatic Vegetation and Algae Treatment Plan

EFFECTIVE DATE: **June 17, 2026**

SUBMITTED TO: Wayne Vrandenburg

SUBMITTED BY: Vincent Materia, Business Development Consultant

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

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.

2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").

3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.

4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly



covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

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

7. RESERVED.

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

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

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



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

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

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

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

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

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration



hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

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

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

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

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

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



[SIGNATURES FOLLOW ON THE NEXT PAGE]

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CITY OF NEWBURGH

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

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



SCHEDULE A – SCOPE OF SERVICES

Task 1: Article 15 Permit:

1. SOLitude staff will be responsible for the following:
 - a. Preparing and submitting an Article 15 permit required to perform any work specified in this Agreement where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities :

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.
 - f. Filing NOI with DEC and paying the associated \$110.00 fee.

New York State Wetland Permitting (If needed by NYSDEC):

2. SOLitude staff will be responsible for the following:
 - a. It has been determined in the past by SOLitude Lake Management that your waterbody does not fall within a regulated wetland or its associated buffer based on the information available on the New York State Department of Environmental Conservation (NYSDEC) Environmental Resource Mapper
 - b. The Environmental Resource Mapper is "NO LONGER" the definitive source of wetland boundaries. Just because zones are not mapped does not guarantee they are not classified as wetlands and cannot be assumed that an Article 24 permit is not required.
3. To determine if an Article 24 Permit is necessary, SOLitude Lake Management will submit a Jurisdictional Determination (JD) to the NYSDEC
 - a. This submission will take place on an online portal
 - b. Some sites may require on site determination, others may be determined through available online resources
 - c. Determination review process will take a minimum of 90 days
 - d. Once a jurisdiction is decided, it will be valid for 5 years.
 - i. After 5 years, another JD will have to be submitted.



- e. If the determination is that the waterbody falls within a regulated wetland or buffer, an Article 24 permit will be required to apply herbicide.
 - i. **A proposal for the work required to submit an Article 24 permit will be sent to the Customer.**
 - ii. Once an Article 24 permit is prepared and submitted, review times can vary from 6 – 24 months

Task 2: Algae Control:

- 1. Any infestation of **algae** found in the pond at the time of application, shall be treated and controlled through the application of Cutrine Plus to control the specific varieties of algae present at the time of service while falling under NYSDEC regulations.

Task 3: Aquatic Weed Control:

- 1. Growth of **aquatic vegetation** found in the pond shall be treated and controlled through the application of **Propellar** as required for control of the specific varieties of aquatic weeds found in the lake at the time of application while falling under NYSDEC regulations.
- 2. **Systemic herbicide (Propellar)** will be applied at the rate appropriate to achieve long-term control of the unwanted submersed and floating aquatic weeds present in the lake and susceptible to the herbicide at the time of application.
- 3. Water tests will be performed on water samples taken from the lake during the treatment period as required to determine the ppb concentration of the systemic herbicides in the water and the ideal timing for subsequent applications while falling under NYSDEC regulations.



General Qualifications:

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



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

SCHEDULE B – PRICING SCHEDULE



Total Price: **\$4, 200.00** Price is valid for 30 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of each task: remaining 50% of the Task Price

Task 1: (Two Article 15 permits)	\$1,200.00	(June)
Task 2: (Cutrine Plus Treatment)	\$1,420.00	(August/September)
Task 3: (Propeller Treatment)	\$1,580.00	(August/September)

As need services: Article 24 Wetland Permit

Total Price: **\$3,000.00** Price is valid for 30 days from the Effective Date **Upon request from the NYSDEC that an Article 24 Wetland permit is needed. Another agreement will be developed and sent to the client if this permit is required.**

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD
ADDENDUM TO A SITE DEVELOPMENT AGREEMENT WITH THE NEWBURGH
MINISTRY, INC. FOR THE TRANSFER AND REDEVELOPMENT OF PROPERTY
LOCATED AT 17 JOHNSTON STREET (SECTION 30, BLOCK 1, LOT 21)**

WHEREAS, by Resolution No. 141-2019, the City of Newburgh authorized execution of a Site Development Agreement with The Newburgh Ministry, Inc. for the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21); and

WHEREAS, by Resolution No. 114-2023, the City of Newburgh authorized execution of a First Addendum to the Site Development Agreement that extended time for The Newburgh Ministry, Inc. to meet certain key performance dates; and

WHEREAS, by Resolution No. 140-2024, the City of Newburgh authorized execution of a Second Addendum to the Site Development Agreement that extended time for The Newburgh Ministry, Inc. to meet certain key performance dates; and

WHEREAS, Colin Jarvis, Executive Director of The Newburgh Ministry, Inc., has requested a third extension of time to meet certain key performance dates contained in the Site Development Agreement; and

WHEREAS, the City Council of the City of Newburgh finds that approving a third Addendum to the Site Development Agreement that modifies said key performance dates 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 attached Third Addendum to the Site Development Agreement with The Newburgh Ministry, Inc. for the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21).

THIRD ADDENDUM TO SITE DEVELOPMENT AGREEMENT

THIS THIRD ADDENDUM TO SITE DEVELOPMENT AGREEMENT OF LEASE ("Third Addendum"), made as of this _____ day of _____, 2026, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City") and The Newburgh Ministry, Inc., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 9 Johnston Street, Newburgh, New York 12550 ("Developer").

WITNESSETH:

WHEREAS, on July 15, 2019, the City and Developer executed a Site Development Agreement ("Agreement") for, among other things, the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21) (the "Project"); and

WHEREAS, on August 8, 2023, the City and Developer executed an addendum ("First Addendum") to the Agreement for an extension of time to meet key performance dates; and

WHEREAS, on July 25, 2024, the City and Developer executed a second addendum ("Second Addendum") to the Agreement for an extension of time to meet key performance dates; and

WHEREAS, certain key dates contained in the Agreement and in the Second Addendum have expired or shall expire shortly; and

WHEREAS, Developer desires to continue developing the Project to its completion; and

WHEREAS, the parties desire to extend certain key performance dates contained in the Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Schedule C as originally set forth in the Agreement shall be replaced in total with the "Amended Schedule C," annexed hereto and made a part hereof.
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Third Addendum as of the day and year first above written.

THE CITY OF NEWBURGH

THE NEWBURGH MINISTRY, INC.

By: Jason Morris, Interim City Manager
Per Resolution No.: _____-2026

By: Colin Jarvis, Executive Director

DRAFT

**AMENDED SCHEDULE "C" (THIRD ADDENDUM)
PROJECT AND DEVELOPMENT DEADLINES**

1. That no longer than eighteen (18) months from the execution of this Third Addendum, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
2. That no longer than eighteen (18) months from the execution of this Third Addendum, the Developer shall have applied for and received a Project Mortgage from a Lending Institution funding the acquisition and construction of the Project.
3. That no longer than twenty-four (24) months from the execution of this Third Addendum, the Developer shall have commenced construction of the Project.
4. That no longer than twenty-six (26) months from the Closing Date set forth in Section 3 of the original Agreement, Developer shall have completed construction of the Project, and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

6/11/19

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

THE NEWBURGH MINISTRY

DATED AS OF July 15, 2019

Regarding:
17 Johnston Street, Tax ID 30-2-21
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

This SITE DEVELOPMENT AGREEMENT ("Contract") dated _____, 2019 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and The Newburgh Ministry, a New York not-for-profit/religious corporation having an address at 9 Johnston Street, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 17 Johnston Street in the City of Newburgh, more accurately described as Section 30, Block 2, Lot 21 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property as a residential care facility, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of one dollar (\$1.00) by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, architectural review approvals, easement and franchise agreements, building permits, certificate of occupancy, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

"Business Day" shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

"Certificate of Occupancy" shall mean a temporary or permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

"City" shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

"Claims" shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

"Closing Date" shall mean the date of closing of title pursuant to Section 3.

"Completion Deadline" shall mean the date which is set forth in Schedule "C".

"Developer" shall mean the Newburgh Ministry or its successors and assigns to the extent permitted under Article 12 of this Contract.

"Earnest Money" shall mean the amount payable pursuant to Section 4.01(a).

"Force Majeure" shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers, other than the City; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by an architect or other design professional, as appropriate, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the redevelopment of the existing building located on the Property as a residential care facility for the expansion of services currently provided by the Developer.

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage or financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Required Guarantee" shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least "A/IX", in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

"Residential Care Facility" shall mean a supervised residential board and care establishment, used as a group residence or extended care facility for the care of persons, where compensation and/or reimbursement of costs is paid to an operator, pursuant to state or federal standards, licensing requirements, or programs funding residential care services. The residential care facility provides common eating facilities for residents and common meeting or social or recreation areas. Such housing may also include daily activity assistance, such as dressing, grooming, bathing, etc.

"Substantially Complete" shall mean Developer's receipt of all Approvals and Permits (as defined above) that, when considered in total, would allow Developer to pursue the project to its completion.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other governmental authorities whatsoever.

"Title Insurer" shall mean any reputable title company or a member of the New York Board of Title Underwriters that is willing to approve and insure in accordance with a standard form title insurance policy.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

(a) Developer is a not-for-profit and/or religious corporation duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of

Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.

(b) Developer intends to proceed to seek the Approvals and Permits promptly following the execution of this Contract for the development and rehabilitation of the Property.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.

(d) The Project will be constructed to meet all requirements of Approvals and Permits and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

(f) Developer will indemnify and hold harmless Seller, its successors and assigns, against any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is willful or otherwise, before or after Closing.

ARTICLE 3 CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
- (b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
- (c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;

- (d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
- (e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04 ; and
- (c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be \$1,000.00, payable as follows:

- (a) The Developer shall pay to the Seller a down payment of \$100.00 (the "Earnest Money") upon the execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02).
- (b) The Developer may apply the Earnest Money as a credit toward the Purchase Price at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or

- (b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

ARTICLE 5 CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following condition:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, but without the right to receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts:
 - a. Developer is unable to obtain all approvals necessary to receive a Building Permit for the Project. Best efforts shall include, but not be limited to, receipt on or before twelve (12) months after the date of this Contract of a complete site plan approval or special use permit, if applicable, for the Project from the City of Newburgh Planning Board, any variances (if applicable) from the City of Newburgh Zoning Board of Appeals, and any approvals (if applicable) from the City of Newburgh Architectural Review Commission.
 - b. Developer is unable to secure the necessary funding to finance the acquisition and construction of the Project. Best efforts shall include, but not be limited to, obtaining a Project Mortgage on or before twelve (12) months after the date of this Contract.
- (b) Developer shall be deemed to have waived such contingency if written notice is not given to Seller no fewer than twenty (20) days prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
- (b) Developer shall have deposited all Required Guarantees required by this Contract.
- (c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
- (d) The Developer shall have submitted Plans and Specifications prepared by an architect, engineer, or other design professional duly licensed by New York State and a certificate of said architect, engineer or other design professional that such Plans and Specifications are consistent with all Approvals and Permits.
- (e) The Developer shall not be in default in any other fashion pursuant to the terms of this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline. Seller shall have the exclusive right to determine whether any of said conditions have (or have not) been satisfied.

SECTION 5.04 Termination of Contract. Upon termination by either party, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

- i. Developer will prepare a project design for the Project and submit Plans and Specifications to the appropriate land use boards for review and approval prior to the Closing Date.
- ii. Developer will use its best efforts to obtain land use board(s) approval for the Project at least 60 days prior to the Closing Date and obtain any other Approvals and Permits for the Project at least 30 days prior to the Closing Date.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project no later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements, which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of Developer's default.

- iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.
- v. Shall pay all proper accounts for work done or materials furnished under all contract which it has entered into relating to the construction of the Project.
- vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forth with upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Sell or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, (y) the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and (z) the Developer shall provide to the Seller such security as the Seller may reasonably require.
- vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof,

the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

- (a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
- (b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 12.09 of this Contract.
- (c) The Seller shall cooperate when reasonably requested by Developer, at Developer's expense, in connection with any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims which may be imposed upon, incurred by or asserted against the Seller other than losses arising from the negligence or willful misconduct of the Seller arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) the funding of the costs of the Project; (2) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (3) any defects, whether latent or patent, in the Improvements; (4) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (5) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees, including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the City and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7 OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title caused by Seller and noted in such title report. For express purposes of this Section, any objections by Developer or a Title Insurer with respect to Seller's tax foreclosure proceedings shall not be deemed valid or actionable objections to

title, provided that Seller can demonstrate compliance with Article 11 of the New York State Real Property Tax Law.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.05 shall survive the closing.

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City. The failure by Developer to receive any Approvals and/or Permits from Seller, other body of the City, and/or public agency, shall not be a valid basis for claiming Seller default pursuant to the terms of this Agreement.

SECTION 9.04 Zoning and Planning Approvals.

- (a) Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or area or use variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any other governmental body to provide for such approvals. The Project must be in conformance with all applicable zoning requirements as they may be so amended.
- (b) If Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason(s) related to grant of approvals from the City of Newburgh Planning Board, Zoning Board of Appeals, and/or Architectural Review Commission, Developer may request an extension of time to receive any Approvals and Permits required to complete the Project. Developer must make said request in writing. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time for a period not to exceed, three (3) months. Any additional request(s) thereafter shall be made in writing and placed before the City Council for its consideration.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) Seller grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.
- (b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice and under reasonable conditions to Seller. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of

the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.

- (e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10 CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter/re-entry set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment (if applicable).
- (c) A non-foreign affidavit ("FIRPTA Affidavit"), properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name, provided that such affidavits are provided to Seller no later than one (1) week prior to Closing.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S.
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall:

- (a) Deliver to Seller the portion of Purchase Price payable at Closing.
- (b) Cause the deed to be recorded, duly complete all required real property transfer tax returns and cause necessary payments for recording to be delivered to the appropriate officers at Closing.
- (c) Deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

- (d) Provide an Affidavit from a natural person with authority to act on Developer's behalf that provides the name(s), address(es), contact phone number(s), of the members or shareholders (as the case may be) of the entity taking title to the Property.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities (as applicable) with respect to the Property will be apportioned as of the date of Closing Date. Water/Sewer charges and sanitation fees will be paid by the Seller as of the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Contract by Seller. Upon the occurrence of any default under this Contract by Developer, or upon default under any Related Contract, Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract and all rights of Developer under this Contract shall terminate. Time shall be of the essence to close as of the date specified in said notice, regardless of whether said notice provides "time is of the essence" language. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.
- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.05 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract. Developer shall have no right to seek damages from Seller for Seller's defaults hereunder. Any costs or expenses incurred by Developer pursuant to this Contract shall not be recoverable in any lawsuit by Developer, in law or in equity.

SECTION 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days from the date of the Force Majure event) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90)

days), provided the party delayed shall give the other party notice and full particulars of the Force Majeure within ten (10) days after the Force Majeure event occurred. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract or any Related Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter/Re-Entry.

- (a) The Property shall be developed in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must: obtain a Certificate of Occupancy or Certificate of Compliance from the City of Newburgh Code Compliance Bureau for all buildings on the Property. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period. If the Developer has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person or entity before a Certificate of Occupancy or Certificate of Compliance is issued and another other reasonable terms/conditions that Seller deems necessary to protect its interest herein.
- (b) The Parties recognize that Project development and rehabilitation costs may be substantial, and that Developer may seek the financial assistance of a lender to complete the Project. In the event that Seller seeks lender financing to assist in the completion of the Project, and Seller's lender conditions its financial assistance on the subordination of the City's Right of Reverter/Re-Entry to the lender's loan terms, Developer shall provide a written notice from Developer's lender outlining the terms of the loan commitment. Upon receipt of said notice and upon being provided documents that create an adequate alternative to protecting the City's interests herein, the City Manager may, in his sole discretion, execute documents and enter into any agreements with Developer or Developer's lender in order to effectuate the grant of a lending facility to Developer. However, Developer's failure to obtain financing for any reason, including failure to obtain Seller's consent to subordinating its interests herein, shall not be cause for Default or Seller's breach pursuant to this Contract.

ARTICLE 12 MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflict of laws.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the

provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein or as Developer or Seller shall otherwise have given notice as herein provided.

Developer as follows:

with a copy to:

Seller as follows:

City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall

indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.12 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before _____ (said date being 30 days from City Council approval).

SECTION 12.15 Further Assurances. The Parties hereto agree to make, execute and deliver all further instruments and documents reasonably necessary or proper to fully effectuate the terms, covenants and provisions of this Contract.

SECTION 12.16 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

SECTION 12.17 Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT.

SECTION 12.18 Jurisdiction. The Parties each submit to personal jurisdiction in the State of New York in any action or proceeding arising out of this Contract and, in furtherance of said Contract, each Party agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of New York, Orange County, and that any process or notice of motion or other application to any such court in connection with

any such action or proceeding may be served upon each Party as provided for in the New York State Civil Practice Laws and Rules.

SECTION 12.19 Authority. The Parties represent that that they are duly authorized to enter into this Contract and to execute any and all documentation necessary to effectuate the terms contained herein, and have each taken all requisite action to obtain such authorization. All references to the Parties in this Contract shall be deemed to also be references to such officers or employees or other designees of the Parties as may be appropriate to implement the terms of this Contract

SECTION 12.20 Non-waiver. No failure or delay of any Party in the exercise of any right or remedy given to such Party hereunder, or the waiver by any Party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or any other right or remedy. No waiver by any Party of any other breach hereunder or failure or refusal by the other Party to comply with its obligations shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

SECTION 12.21 Counterparts. This Agreement may be executed in counterparts by original or copy, each of which shall constitute one and the same instrument.

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[Signature Page to Follow]

Signature Page, Site Development Agreement

City of Newburgh to the Newburgh Ministry

Premises: 17 Johnston Street, Newburgh, New York (Section 30, Block 2, Lot 21)

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

By:

Joseph P. Donat, City Manager
Per Resolution No. 141-2019

Developer: The Newburgh Ministry

By:

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the 15 day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Jeremy Kaufman
Notary Public, State of New York
No. 02KA6202389
Qualified in Sullivan County
Commission Expires March 16, 2021

Notary Public

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

On the 10 day of July in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared COLLIN JACOB, 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 her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Jeremy Kaufman
Notary Public, State of New York
No. 02KA6202389
Qualified in Sullivan County
Commission Expires March 16, 2021



Notary Public

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 17 Johnston Street, being more accurately described as Section 30, Block 2, Lot 21 on the Official Tax Map of The City of Newburgh.

SCHEDULE "B"
PERMITTED EXCEPTIONS

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes, assessments, or school taxes that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The right of reverter/re-entry described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit to the Director of Planning and Development of the City of Newburgh, a plan and narrative description of the Developer's plan for financing the acquisition and redevelopment of the Property.
2. That no longer than twelve (12) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
3. That no longer than twelve (12) months from the execution of this Contract, the Developer shall have applied for and received a Project Mortgage from a Lending Institution funding the acquisition and construction of the Project.
4. That no longer than fifteen (15) months from the execution of this Contract, the Developer shall have commenced construction of the Project.
5. That no longer than twenty-four (24) months from the Closing Date set forth in Section 3 of this Agreement, Developer shall have completed construction of the Project and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

SCHEDULE "D"
PROPOSED DEED

THIS INDENTURE, made the _____ day of _____, in the year two thousand

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

_____, having an address of _____, party of the second part.

WITNESSETH, that the party of the first part, in consideration of \$_____.00 paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as _____, in the City of Newburgh and being more accurately described as Section ____, Block ____, Lot ____ on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record, provided any covenants and restrictions that are not of record have been disclosed to the party of the second part prior to the recording of this deed, existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises indicated as In Rem No.: _____ in a deed from _____ to The City of Newburgh, dated _____, and recorded in the Orange County Clerk's Office on _____ in Liber _____ of Deeds at page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within twenty-four (24) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy, evidencing compliance with all said statutes, codes, rules, and regulations set forth herein, for all buildings and structures located on the property. If a Certificate of Occupancy has not been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within twenty-four months after the date of this deed, either make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of twenty-four (24) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector. Nothing to the contrary herein withstanding any and all rights of the party if the first to reconveyance as set forth in this deed shall cease upon the issuance of a Certificate of Occupancy by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of twenty-four (24) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in this deed. The words, "the party of the second part", as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

THE CITY OF NEWBURGH

BY: _____
Joseph P. Donat, City Manager
Pursuant to Resolution No.: 141-2019

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

BY: _____

Title:

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

SCHEDULE "E"
PROPOSED RELEASE OF COVENANTS AND RIGHT OF RE-ENTRY

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

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

Dated: _____, 20__

THE CITY OF NEWBURGH

By: _____

STATE OF NEW YORK)

City Manager

)ss.:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 20__, before me, the undersigned, a Commissioner of Deeds in and for said State, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

ADDENDUM TO SITE DEVELOPMENT AGREEMENT

THIS ADDENDUM TO SITE DEVELOPMENT AGREEMENT OF LEASE ("Addendum"), made as of this 8th day of August, 2023, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City") and The Newburgh Ministry, Inc., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 9 Johnston Street, Newburgh, New York 12550 ("Developer").

WITNESSETH:

WHEREAS, the City and Developer executed a Site Development Agreement ("Agreement") for, among other things, the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21) (the "Project"); and

WHEREAS, certain key dates contained in the Agreement, Schedule C, have expired; and

WHEREAS, Developer desires to continue developing the Project to its completion; and

WHEREAS, the parties desire to extend certain key performance dates contained in the Agreement, Schedule C;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

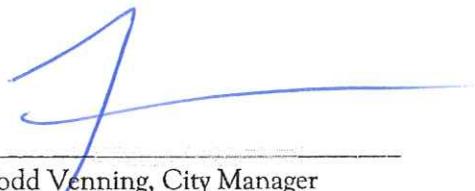
1. Schedule C as originally set forth in the Agreement shall be replaced in total with the "Amended Schedule C," annexed hereto and made a part hereof.
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Addendum as of the day and year first above written.

THE CITY OF NEWBURGH

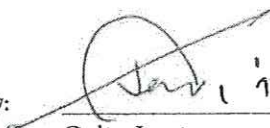
THE NEWBURGH MINISTRY, INC.

By:



Todd Venning, City Manager
Per Resolution No.: 114-2023

By:



Colin Jarvis
Executive Director

AMENDED SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. That no longer than twelve (12) months from the execution of this Contract Addendum, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
2. That no longer than fifteen (15) months from the execution of this Contract Addendum, the Developer shall have applied for and received a Project Mortgage from a Lending Institution funding the acquisition and construction of the Project.
3. That by September 30, 2024, the Developer shall have commenced construction of the Project.
4. That no longer than twenty-four (24) months from the Closing Date set forth in Section 3 of the original Agreement, Developer shall have completed construction of the Project and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

RESOLUTION NO.: 114 - 2023

OF

JUNE 12, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN ADDENDUM TO A SITE DEVELOPMENT AGREEMENT WITH
THE NEWBURGH MINISTRY, INC. FOR THE TRANSFER AND REDEVELOPMENT
OF PROPERTY LOCATED AT 17 JOHNSTON STREET
(SECTION 30, BLOCK 1, LOT 21)

WHEREAS, by Resolution No. 141-2019, the City of Newburgh authorized execution of a Site Development Agreement with The Newburgh Ministry, Inc. for the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21); and

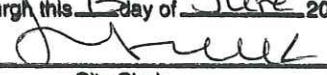
WHEREAS, Colin Jarvis, Executive Director of The Newburgh Ministry, Inc., has requested an extension of certain key performance dates contained in the Site Development Agreement; and

WHEREAS, the City Council of the City of Newburgh finds that approving an Addendum to the Site Development Agreement that modifies said key performance dates 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 attached Addendum to the Site Development Agreement with The Newburgh Ministry, Inc. for the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21).

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held June 12, 2023
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13 day of June 2023


City Clerk

SECOND ADDENDUM TO SITE DEVELOPMENT AGREEMENT

THIS SECOND ADDENDUM TO SITE DEVELOPMENT AGREEMENT OF LEASE ("Second Addendum"), made as of this 25th day of July, 2024, by and between the City of Newburgh, a New York municipal corporation, with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City") and The Newburgh Ministry, Inc., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at 9 Johnston Street, Newburgh, New York 12550 ("Developer").

WITNESSETH:

WHEREAS, on July 15, 2019, the City and Developer executed a Site Development Agreement ("Agreement") for, among other things, the transfer and redevelopment of property located at 17 Johnston Street (Section 30, Block 1, Lot 21) (the "Project"); and

WHEREAS, on August 8, 2023, the City and Developer executed an Addendum ("First Addendum") to the Agreement for an extension of time to meet key performance dates; and

WHEREAS, certain key dates contained in the Agreement and in the First Addendum have expired or shall expire shortly; and

WHEREAS, Developer desires to continue developing the Project to its completion; and

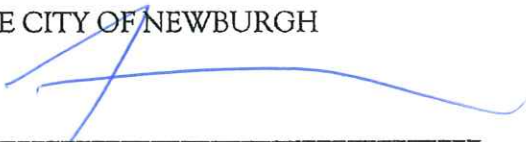
WHEREAS, the parties desire to extend certain key performance dates contained in the Agreement and in the First Addendum;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Schedule C as originally set forth in the Agreement shall be replaced in total with the "Amended Schedule C," annexed hereto and made a part hereof.
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have duly executed this Second Addendum as of the day and year first above written.

THE CITY OF NEWBURGH

By: 
Todd Venning, City Manager
Per Resolution No.: 140-2024

THE NEWBURGH MINISTRY, INC.

By: 
Colin Jarvis, Executive Director

**AMENDED SCHEDULE "C" (SECOND ADDENDUM)
PROJECT AND DEVELOPMENT DEADLINES**

1. That no longer than twenty-four (24) months from the execution of this Second Addendum, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
2. That no longer than twenty-four (24) months from the execution of this Second Addendum, the Developer shall have applied for and received a Project Mortgage from a Lending Institution funding the acquisition and construction of the Project.
3. That no longer than twenty-eight (28) months from the execution of this Second Addendum, the Developer shall have commenced construction of the Project.
4. That no longer than twenty-six (26) months from the Closing Date set forth in Section 3 of the original Agreement, Developer shall have completed construction of the Project, and received a Certificate of Occupancy from the Code Compliance Bureau of the City of Newburgh.

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED AN EMPIRE STATE DEVELOPMENT
NEW YORK KICKS PROGRAM GRANT NOT TO EXCEED \$150,000.00
FOR THE DELANO-HITCH RECREATION PARK REHABILITATION PROJECT**

WHEREAS, Empire State Development will provide up to \$5 million in grant funding to support the creation, expansion, and enhancement of community soccer fields for youth and players of all ages across New York State; and

WHEREAS, through NY KICKS, local municipalities can apply for grants to fund 50% of a project that will include site preparation, demolition, or construction costs related to a new or upgraded soccer field; and

WHEREAS, the City of Newburgh, proposes to apply for and accept if awarded a NY KICKS Program grant to fund the construction of one of two proposed mini soccer pitches as part of the Delano-Hitch Recreation Park Rehabilitation Project; and

WHEREAS, such grant funds shall be in an amount not to exceed \$150,000.00 with no match with the remaining 50% of project costs to be provided through other funding options including the City's partnership with New City Parks;

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 New York KICKS Program Grant in an amount not to exceed \$150,000.00 to fund the construction of one of two mini soccer pitches as part of the Delano-Hitch Recreation Park Rehabilitation Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

ROUTING SLIP FOR CITY MANAGER SIGNATURE

JUL 23 2026

Document Title: NY kick grant approval formDate submitted: 7/23/26 Date required: 7/28/26Originated by: Jon Midler

Please ensure Resolution No. is included on document under City Manager Signature

AUTHORIZING RESOLUTION NO. _____ - _____ Resolution attached? ☐ Yes ☒ NoIf no resolution, please CHECK "No" and explain: N/APLEASE CHECK BOX NEXT TO CITY STAFF THAT NEEDS TO REVIEW
BEFORE CITY MANAGER SIGNATURE

Reviewed and Approved (Applicable Department Heads)

- ☒ Approved as to Form by:
☐ Approved as to Substance by:

[Signature] Date: 7/23/26
☐ Nancy Bloom, City Comptroller

☐ Chief Brandon Rola, Police Dept.

- ☐ Approved as to Form:
☐ Approved as to Substance:
☐ Resolution Required for CM Signature

[Signature] Date: 7/22/26
☒ Michelle Kelson, Corporation Counsel

☐ Chief Paul Pullar, Fire Dept.

☐ Jason Morris, Commissioner of Public Works
& City Engineer

☐ Chad Wade, Superintendent of Public Works

[Signature] Date: 7/23/26
☒ Ali Church, Director of Planning & Dev.

☐ Camile Mohammed, IT Director

☐ Nicholas Galella, Recreation Director

☐ Michelle Mills, Civil Service Administrator

☐ Wayne Vradenburgh, Water Superintendent

☐ Quanetta Inman, Code Compliance Supervisor

☐ Other Staff: _____

☐ Other Staff: _____



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Delano Hitch Mini Soccer Pitches	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARDING AGENCY: Empire State Development NY Kicks Program	GRANT SUBMITTAL DATE: Due date: July 31, 2026	AMOUNT OF AWARD: \$150,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match is required; however the awarded funds must not exceed 50% of project costs.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: TBD. New City Parks is currently engaged in a donation campaign for the project.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project: The project will result in the construction of two (2) 50 ft. by 90 ft. mini soccer pitches at Delano Hitch Park. The City is requesting funds for one (1) mini-pitch from this grant.

Key Stakeholders: Planning & Development; Engineering; Recreation, Public Works

Project Timeline: (ex. Dates)

If awarded, The City will bid the project by the spring/summer of 2027 and complete construction by the fall of 2028.

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER
SIGNATURE: _____

DATE: 7/23/26

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER



City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

Jason Morris - Interim City Manager

DATE: _____

7-24-26

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

7/25/26

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

Aug 6, 2026 work session
Aug 10, 2026 Council meeting



Empire State
Development
(/)

Why New York State?	▾
Doing Business in NY	▾
Industries(/industries)	
Regions	▾
About Us	▾
ESD Media Center	▾

HOME (/) / NY KICKS PROGRAM

NY KICKS Program

Objective

MENU

Objective

Empire State Development (ESD) will provide up to \$5 million in grant funding to support the creation, expansion, and enhancement of community soccer fields across New York State.

NEXT SECTION

Continue ↓

Overview

The arrival of the FIFA World Cup 2026 in New York presents an opportunity for the state to translate this historic event into enduring community value and support New Yorkers in growing a lifelong love of the sport. As part of the festivities across New York, Governor Hochul is launching NY Kicks: A World Cup Legacy Investment Fund to build soccer infrastructure in

disadvantaged communities across each region of the state to strengthen neighborhoods and bring people together through a shared love of the game.

Empire State Development (ESD) will provide up to \$5 million in grant funding to support the creation, expansion, and enhancement of community soccer fields for youth and players of all ages across New York State. By investing in soccer infrastructure at this pivotal moment, NY Kicks seeks to translate global inspiration into sustained local benefit—creating spaces where players can thrive, communities can gather, and neighborhoods can grow stronger together.

The Office of Children and Family Services (OCFS) will also offer a companion grant program for operating expenses. A link to the OCFS guidelines will be provided here once the program and application details are available.

NEXT SECTION

Continue ↓

Eligibility

Eligible Applicants include

- Municipalities
- Public Authorities
- Nonprofits (excluding schools and/or universities applying directly. However, schools and/or universities are welcome to partner with nonprofit entities that provide programming for soccer)

Eligible Costs

Costs must be related to the creation, expansion, or renovation of a publicly accessible soccer field intended for long-term use. Eligible costs include:

- Site Preparation, demolition, or construction costs related to the completion of a new or upgraded soccer field;
 - Note: Proposed budgets that *only* contain costs for site preparation and/or demolition will not be considered. Costs for the creation of a new, upgraded, or expanded soccer field must also be included.
- Permanent soccer field infrastructure (e.g., goal posts, bleachers, lighting, or fences);
- Utility infrastructure directly related to the operation of the soccer field (e.g., wiring for stadium lights);
- Paving or construction costs for parking lots or driveways that directly access the soccer field (may not exceed 10% of the total project budget); and,
- Other costs deemed eligible by ESD.

Ineligible Costs

- Land acquisition costs;

- Vehicles;
- Lease payments or rent;
- Playgrounds, concession stands, or recreational features unrelated to soccer;
- Costs incurred prior to grant award or contract execution;
- Operating expenses, including but not limited to:
 - Routine maintenance or ongoing repairs;
 - Staffing, coaching, referees, or administrative salaries;
 - Programmatic costs, league fees, or tournament expenses;
 - Equipment that is not permanently affixed, including portable goal posts; or
 - Uniforms, balls, training equipment, or supplies.
 - Other costs determined ineligible by ESD.

Ineligible Projects

Include the creation or modification of any soccer field that is:

- Primarily used for non-soccer activities (e.g., other sports); or,
- Restricted and not open to the public, or charges individual participants for use of the field. Modest fees for league use or similar costs for large groups are allowed.

Award Range

- \$75,000 to \$200,000
- Awards will cover a maximum of 50% of the proposed project cost. Proposals that request a lower level of ESD match will be scored more favorably.

Selection Criteria

- Project Impact and Community Need
 - Demonstrates a strong need for the creation or enhancement of a soccer field in the community;
 - Details how the new or expanded field would increase local participation in soccer;
 - Proposed field location provides economic opportunities for the community (e.g., the field is near commercial corridors that would be patronized by players); and,

- Priority consideration will be given to projects located in severely and moderately distressed areas. Economically distressed areas shall be based on metrics such as population loss, unemployment rate compared to the State's rate, private sector employment rate compared to the State's rate, percentage of households receiving public assistance, poverty rate, per capital income rate, and other factors considered by ESD. Economically Distressed Area (Census Tract) Map (<https://www.arcgis.com/apps/mapviewer/index.html?layers=e7e526e3bac5461a8453816b9bfacef4>)
- Project Readiness and Feasibility
 - Clear project plan with defined scope, timeline, and budget;
 - Documentation of site control;
 - Demonstrated capacity of applicant to successfully complete the project; and,
 - Established financial and operational plan for ongoing field maintenance and upkeep.
- Leverages non-ESD co-investment.

NEXT SECTION

Continue ↓

How to Apply

Applicants must complete and submit a Consolidated Funding Application (CFA) for review by ESD and the Regional Council for the region in which the proposed project is located.

Deadline is July 31, 2026 by 4pm EST.

View Program Guidelines (https://regionalcouncils.ny.gov/sites/default/files/2026-06/CFA_Available_Resources_2026.pdf)

For more information, eligible applicants should contact their local **Empire State Development Regional Office** (<https://esd.ny.gov/regions>) or go to the **NYS Consolidated Funding Application** (<https://apps.cio.ny.gov/apps/cfa/>).

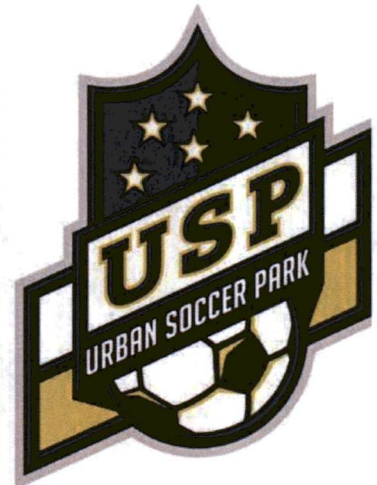
CONNECT

 **LinkedIn** (<https://www.linkedin.com/company/empire-state-development>)  **Twitter** (<https://twitter.com/EmpireStateDev>)

 **Facebook** (<https://www.facebook.com/EmpireStateDevelopment>)  **YouTube** (<https://www.youtube.com/user/EmpireStateDev/>)

URBAN SOCCER PARK

PROPOSAL



PREPARED FOR:

Jon Midler

FIELD SPECIFICATIONS & PRICING



ESTIMATE - DUE TO MARKET CONDITIONS PRICING GOOD FOR 5 DAYS

ITEMS	PRICE	QTY	SUBTOTAL
USP SYSTEM			
USP Event/Legacy System: 50' x 90' 50' x 90' USP base system field with minimum 55' x 94' total footprint 4: 13' Corner Posts 25: Solid Brandable Wall Panels 1: Oxford-style Lockable Gate 22: Anchoring Stanchions	\$47,654.00	1	\$47,654.00

\$47,654.00**GOALS - choose (1) option**

☐ Futsal Goals - Set of 2 6.5'h x 10'w x 20"d - Yellow - Traditional futsal goals providing the largest space for play and training	\$17,129.00	1	\$17,129.00
☒ English 5-a-Side Goals - Set of 2 4'h x 12'w x 20"d - Yellow - Great for shot training by prioritizing keeping the ball down and the ability to go for the far post	\$15,945.00	1	\$15,945.00
☐ Street Soccer Goals - Set of 2 4'h x 6'w x 20"d - Yellow - Ideal for small-sided training that prioritizes ball movement and placement	\$15,121.00	1	\$15,121.00

\$15,945.00**NETTING - choose (1) option**

☐ Endline Netting 8' high nylon netting extends containment to 12' total height behind your goals (+ 10' wrap on each corner) where most shots are directed	\$8,694.00	1	\$8,694.00
☐ Sideline & Endline Netting 8' high nylon netting extends containment to 12' total height all the way around your field	\$17,388.00	1	\$17,388.00
☐ Full Containment Netting - Add nylon containment netting around your field and over the top for full ball containment - Includes four (4) reinforced net pole stanchions, cabling to tent the netting up, and 4,500 SF of nylon roof netting	\$34,944.00	1	\$34,944.00

☒ No Netting Containment provided by 4' wall panels	\$0.00	1	\$0.00
\$0.00			
PLAYING SURFACE - choose (1) option			
☐ USP Championship Turf: 50' x 90' - USP's proprietary turf spec engineered specifically for the rigors of small-sided soccer Play with cleats, turfs or flats - Practice like you play with the feel and playability of natural grass thanks to a taller pile height and thicker thatching - Feels like a stadium with alternating rolls of dark and light green turf - Silica Sand and Safeshell infill - Shock pad that ensures soft landings and drastically aids drainage - Designed for G-MAX compliance in accordance with ASTM standards	\$51,885.00	1	\$51,885.00
☐ USP Futsal Flooring: 50' x 90' - USP's proprietary futsal flooring engineered specifically to provide a wonderful year-round, hard court futsal playing experience indoors or outdoors - Micro-textures on the surface ensure the best grip with your shoes even in wet conditions - Drainage holes on the surface allow for the precipitation to pass through and prevent accumulation on your playing surface - Installed over USP's drainage sub-tile to ensure soft landings and drastically aid drainage	\$43,875.00	1	\$43,875.00
☒ USP Futsal Turf: 50' x 90' - The ultimate training turf that prioritizes speed and touch Play with turfs or flats - no cleats - Silica Sand and Safeshell infill - Shock pad that ensures soft landings and drastically aids drainage	\$35,685.00	1	\$35,685.00

\$35,685.00**LIGHTING - choose (1) option**

☐ LED Light Package - Premium LED Flood Light System 4 Poles with 4x240w Light Package - Dark Sky compliant design to maximize field lighting with minimal light pollution - Requires (1) standard 20-amp circuit available at a corner post or USP's "Ready-to-Play Electrical Setup" - Outdoors - Recommended for evening and night play	\$12,810.00	1	\$12,810.00
☐ Solar LED Light Package 4x120w Solar LED Flood Lights - Mounted on corners and net posts - Outdoors - Designed for play into the dusk hours	\$6,931.00	1	\$6,931.00
☒ No LED Lighting Opt for no integrated LED lighting on your field setup	\$0.00	1	\$0.00

\$0.00**FIELD ENHANCEMENTS - select options to include**

☒ Additional Oxford-style Gate - Add an additional entry gate to your field setup - Ideal for 5v5 size with a dedicated entry for both teams on each half of the field	\$3,265.00	1	\$3,265.00
☐ Storage Boxes - Integrated into the field design as functional counterweights - Lockable storage boxes for storing equipment such as balls, pennies, and more for easy access at the field	\$600.00	1	\$600.00
☐ Trash Cans Integrated into the field design as functional counterweights	\$600.00	1	\$600.00

Trash cans shaped like the UEFA Champions League trophy add an easter egg and help keep your field area free from trash			
			\$3,265.00
SEATING - optional			
☐ Player Benches 10' Player Bench integrated into any 10' section of your system - Seats 8-10 persons - Bar Top - Shade Awning - brandable 5' footprint (2) Recommended for league play facilities	\$4,015.00	2	\$8,030.00
☐ Spectator Bleachers 10' Spectator Bleacher integrated into any 10' section of your system - Seats 16-20 persons - Bar Top - Shade Awning - brandable 10' footprint (2) Recommended for league play facilities	\$5,450.00	2	\$10,900.00
			\$0.00
BRANDING - optional			
☐ Center Turf/Court Logo 10' diameter center field logo	\$4,825.00	1	\$4,825.00
☐ Logo on Panel - per panel - Logo put on to one side of a wall panel - Fantastic branding & sponsorship opportunity - Done prior to installation - Requires high-res logo sent ahead of time - Can be rebranded locally	\$375.00	1	\$375.00
☐ Upright Advertising Panel	\$450.00	1	\$450.00



• 2' x 6' advertising panel mounted to any baseplate around the system • Ideal for exterior-facing branding, recognition, and wayfinding • Can be rebranded locally			
			\$0.00

Field Subtotal	\$102,549.00
Delivery	\$5,127.45
Field Total	\$107,676.45

INSTALLATION OPTIONS & PRICING

ITEMS	PRICE	QTY	SUBTOTAL
LOGISTICS			
☐ USP Installation - Under the direction of our Installation Manager, Urban Soccer Park will send our in-house team of Installation Specialists to professionally install your field(s) and surface(s) - Requires at least 30-day notice and subject to availability of USP's Pro Service Installation team	\$41,368.00	1	\$41,368.00
☒ Local Contractor Installation - Work with a local contractor to install your system and turf - USP will provide an installation guide and remote support for your installation team	\$0.00	1	\$0.00
			\$0.00

Subtotal **\$0.00**

Logistics Total **\$0.00**

TOTAL PROJECT COST

ITEM	Projected Payment Amount
FIELD	\$107,676.45
INSTALLATION	\$0.00*
	* if selected
PROJECT TOTAL	\$107,676.45

PAYMENT SCHEDULE

ITEM	Projected Payment Date
FIELD	100% - Due at Contract Signing for 4% Discount OR (4) Payments of 25% • 25% - Due at Contract Signing • 25% - Due 30 Days from Contract Signing • 25% - Due 60 Days from Contract Signing • 25% - Due 90 Days from Contract Signing

ITEM	Projected Payment Date
INSTALLATION (if applicable)	50% - Due upon Scheduling of Installation 50% - Due upon Substantial Completion of Installation

**INITIAL BELOW AND ENTER YOUR TARGET
INSTALLATION DATE TO SECURE YOUR PRICING**



FOR 30 DAYS



THANK YOU.



IT'S YOUR TURF.

6663 S EISENMAN ROAD #130
BOISE, IDAHO 83716



@URBANSOCCERPARK

WWW.URBANSOCCERPARK.COM

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH CHANNEL-U LLC AT A COST NOT TO EXCEED \$17,433.82
FOR THE YOUTH FISHING PROGRAM AT THE RECREATION DEPARTMENT**

WHEREAS, Frank Masterson Recreation Area at Washington Lake provides an ideal location for a youth fishing program for participants between the ages of 6 and 17; and

WHEREAS, Channel-U LLC has submitted a proposal to collaborate with the City of Newburgh Recreation Department to provide services related to the operation of the youth fishing program on Saturdays by providing staff members for the period beginning May 2, 2026 and ending September 26, 2026, including a Fishing Derby in June; and

WHEREAS, the collaboration requires an agreement between the City of Newburgh and Channel-U LLC to provide the services set forth in its proposal in an amount not to exceed \$17,433.82 of which a maximum of \$15,503.82 will be derived from A.7140.0448 Other Services; and

WHEREAS, the Council has reviewed the attached Agreement and has determined that it is in the best interest of the City of Newburgh and its youth to enter into such Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute an agreement with Channel-U LLC at a cost not to exceed \$17,433.82 to provide staff to the youth fishing program at the City of Newburgh Recreation Department.

CITY OF NEWBURGH
Services Contract

This contract ("Contract") is made and entered into this _____ day of _____, 2026 ("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 Channel-U LLC, with an office address of 31 Forbus Street, Apt C3, Poughkeepsie, NY 12601 ("Contractor").

WITNESSETH

WHEREAS, the City received a Proposal from Contractor to provide a supervised youth fishing program in the City of Newburgh to serve up to forty participants in the 6–17 age group from May through September 2026; and

WHEREAS, the City evaluated Contractor's proposal and determined that the Contractor's proposal met the minimum requirements necessary to perform the services offered in the Proposal at a reasonable value; 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:

1. APPENDICES AND ATTACHMENTS

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

Schedule A – Services and Deliverables and Pricing Matrix

2. SCOPE OF SERVICES

- 2.1. Contractor shall render all services and deliverables and furnish all materials and equipment necessary to provide the City with services and deliverables more specifically described in **Schedule A** (hereafter "Services"), 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 Services as reasonably anticipated based on the applicable Scope of Work.
- 2.2. Contractor will perform all Services. Services shall not be performed 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 Services herein. Any Contract between Contractor and a permitted subcontractor must contain terms and provisions consistent with those contained in this Contract.

-
- 2.3. City agrees to provide access to the existing storage shed located at Masterson's Park for storage and use of fishing poles and related accessories. The City makes no guarantee regarding the viability of the equipment. The City will not reimburse Contractor for any equipment or consumables that may be purchased for the program.

3. RATES AND FEES

- 3.1. For the Services described in **Schedule A**, Contractor shall be entitled to charge rates and fees as set forth in **Schedule A** and subsection 3.2.
- 3.2. Contractor may not charge more than rates and charges set forth in **Schedule A** and this subparagraph 3.2. The rates shall be billed to the City for every Saturday that the program is successfully implemented. The fee per weekend shall be based upon the total maximum allowable fee of \$15,503.82 divided by 22 Saturdays per program year, for a billable rate of \$704.72 per Saturday event that is successfully completed.
- 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 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. Contractor shall submit an invoice for payment in monthly increments by the 15th day of each month for services rendered during the prior month (ie. submission of invoice by September 15th for services performed from August 1st through August 31st). If not otherwise specified, payment for services rendered will be processed by the City within thirty (30) days upon receipt of a valid invoice.
- 3.6. 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 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 Services;
 - 5.1.2. Use industry and proprietary tools and data for the provision of Services that are generally accepted as suited in the industry;
 - 5.1.3. Comply with all applicable laws in connection with its performance of Services hereunder;
 - 5.1.4. Comply with all reasonable directions regarding the Services 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 Services by the dates set out in the applicable Scope of Work or any other delivery date(s) agreed by the Parties in writing.
 - 5.1.7. Ensure that all safety rules and regulations are followed, and all safety equipment is used at all times.
- 5.2. If at any time Contractor becomes aware that it may not be able to perform or deliver the Services 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 the Services 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.

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. BOOKS AND RECORDS

- 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.

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 Services. 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 Services. Should any key individual leave Contractor's employment or cease to be involved in the provision of Services 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 or suspend or abandon Services 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 Services. 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. In the event the City terminates this Contract, suspends Services more than 180 days, abandons Services, or the Contractor terminates this Contract, the City shall pay to the Contractor full payment for Services performed and expenses incurred under this Contract as follows:
 - 9.2.1. The sum due under Section 3 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor.
 - 9.2.2. In ascertaining the services actually rendered up to the date of termination of this Contract, or suspension or abandonment Services, consideration will be given by the City to completed work and work in process.
- 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 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:

\$2,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

10.4.2. Workers' Compensation Insurance, if required by law, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

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.

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 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.
- 11.6. This Contract shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 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

With a copy to:

City of Newburgh
attn: Corporation Counsel
83 Broadway
Newburgh, New York 12550

11.8.2. Notice served upon Contractor shall be delivered to:

Channel-U LLC
attn.: [NAME OF PERSON]
[ADDRESS]
[CITY/STATE/ZIP]

- 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 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.

SCHEDULE “A”
SCOPE OF SERVICES AND FEES

DRAFT

CHANNEL U FISHING PROGRAM

2026 Season Proposal

Submitted by Channel-U LLC to the City of Newburgh

Channel-U LLC respectfully submits this proposal for the 2026 Channel U Fishing Program — a free, supervised youth fishing program at Masterson Park / Washington Lake serving up to forty youth ages 6–17 from May through September 2026. The Program culminates in a community Fishing Derby on Saturday, June 13, 2026.

Channel-U LLC requests the City of Newburgh's partnership in three forms:

- A Service Agreement for the 22-Saturday season program (recommended fee: \$15,503.82).
- An Event Permit for the June 13 Fishing Derby, including the City's Water Trailer.
- Council-sponsored funding of \$1,930 for the Derby through the City's Event Sponsorship process.

The package that follows describes the program, operational plan, revised budget, draft Service Agreement, and supporting materials. A separate transmittal communication accompanies this submission.

1. Executive Summary

The Channel U Fishing Program is a free youth fishing program operated by Channel-U LLC in partnership with the City of Newburgh. The Program serves up to forty (40) youth ages 6–17 every Saturday from May 2 through September 26, 2026 (22 program days; no program on May 30, the Rufus Honoree Event), at Masterson Park / Washington Lake. The June 13 Fishing Derby is the capstone event of the season.

At a glance

- Population served: youth ages 6–17, primarily from Newburgh and surrounding communities.
- Program days: 22 Saturdays, 12:00 PM – 3:00 PM (Derby on June 13, 10:00 AM – 4:00 PM).
- Capacity: up to 40 youth per season (Participant Cap, Service Agreement §1).
- Registration: administered by the City of Newburgh through RecDesk (<https://cityofnewburgh.recdesk.com>, Program ID 415).
- Partners: City of Newburgh Water Department; NY State DEC.
- Total 2026 budget: \$17,433.82 | Season program: \$15,503.82 | Fishing Derby: \$1,930.00.

2. About Channel-U LLC

Channel-U LLC is a New York domestic limited liability company (NY DOS File No. 6792883, active since April 7, 2023, Dutchess County; EIN 87-4792106). The Company's principal office is at 31 Forbus St, Apt C3, Poughkeepsie, NY 12601. Channel-U is led by Rufus Monk Jr, Chief Executive Officer (Member / Manager). The Company operates youth fishing, outdoor education, and community recreation programs in New York State. Online: <https://sites.google.com/view/channelufishingprogram/>.

Mission

Channel U brings young people to the water every Saturday for fishing instruction, outdoor education, and positive mentorship. Many participants come from neighborhoods where affordable, structured summer programming is limited. The Program builds confidence, patience, and a lasting connection to the natural world while providing trusted adult supervision in a safe, welcoming environment.

Washington Lake at Masterson Park is one of the region's most beautiful public spaces and the City of Newburgh's drinking-water reservoir. Bringing local youth onto the water there reinforces a sense of shared stewardship for a resource the entire community depends on.

3. Program Operations

3.1 Schedule

The 2026 season runs every Saturday, 12:00 PM – 3:00 PM, from May 2 through September 26 (22 program days). The season opened Saturday, May 2, 2026 (Opening Day). The Fishing Derby on Saturday, June 13, 2026 runs longer — 10:00 AM – 4:00 PM — to accommodate weigh-ins, awards, and the community lunch. Saturday, May 30, 2026 is a no-program day (Rufus Honoree Event). The full schedule is included in the budget workbook.

3.2 Location

Masterson Park / Washington Lake, City of Newburgh property at 660 Little Britain Rd, New Windsor, NY 12550. Equipment is stored on-site in the existing City shed.

3.3 Capacity & Registration

Up to forty (40) youth per season (Participant Cap, Service Agreement §1). Participant registration is administered by the City of Newburgh through RecDesk at <https://cityofnewburgh.recdesk.com> (Program ID 415). Channel-U receives rosters, emergency contacts, and signed waivers from the City prior to each program day, and does not collect or retain any participant fee.

3.4 Partnerships

- City of Newburgh Water Department — Water Trailer for the Fishing Derby (requested via Event Permit Application).
- City of Newburgh Recreation Department — shed access and coordination.
- NY State DEC — fishing-license guidance and youth-fishing rules.

4. Staffing & Safety Plan

4.1 Staffing Model

Each program day is staffed by a Program Manager (lead instructor and supervisor) and a Program Assistant (set-up, support, and family liaison). Channel-U's fixed weekly Service Fee (Service Agreement §2) covers both positions for each program week. Manager:Participant ratio target is 1:14 for ages 6–11 and 1:15 for ages 12–17, augmented as needed by trained volunteers.

4.2 Safety Equipment & Protocols

- USCG-approved life jackets for every shore-side participant
- First-aid kits on-site each program day; staff to maintain current CPR/First Aid certification.
- Weather cancellation policy: program is suspended for severe weather, lightning within five miles, or temperatures above 95°F or below 50°F at start time.

4.3 Child Protection

Background checks (NY Statewide Central Register and National Sex Offender Public Website) for all program staff and volunteers with direct youth contact, completed before participation.

5. The 2026 Budget

The full budget is provided in the Channel U Budget 2026 v3 workbook (Excel). Headline numbers below.

Section	Amount
Regular Program Budget (22 Saturdays)	\$15,503.82
Fishing Derby Budget (June 13, 2026)	\$1,930.00
TOTAL 2026 BUDGET	\$17,433.82

5.1 Season Program Budget Breakdown

Category	Amount
Fishing Equipment (using existing City equipment first)	\$395.89
Safety Equipment	\$160.00
Apparel & Branding	\$890.00
Awards & Recognition	\$207.93
Staffing (Manager + Assistant)	\$11,000.00
Transportation	\$1,650.00
Insurance	\$1,200.00
Storage & Facilities (in-kind from City)	\$0.00
Subtotal: Season Program	\$15,503.82

5.2 Fishing Derby Budget Breakdown

#	Item	Amount
1	DJ	\$300.00
2	Food (hot dogs, hamburgers, condiments, juice, chips)	\$400.00
3	Trophies & medals	\$400.00
4	Fishing bait (derby day)	\$200.00
5	Measuring tape / fish-measuring board	\$30.00
6	Charcoal, lighter fluid, grill brush (use existing City charcoal grills)	\$40.00
7	Hand sanitizer, cups, plates, napkins	\$200.00
10	Water Trailer (Newburgh DPW) — requested via Event Permit Application	\$0.00
	TOTAL DERBY	\$1,930.00

6. Fishing Derby Plan (June 13, 2026)

The Fishing Derby is a free community event open to all enrolled youth and their families, with anticipated total attendance of approximately sixty (60) — up to forty youth participants plus families and community guests. The Derby follows the City of Newburgh's standard event-permitting and event-sponsorship process, separate from the season-program Service Agreement.

6.1 Event Permit Application

A complete Event Permit Application will be filed with the Office of the City Clerk for the June 13, 2026 Derby. The application includes site set-up, attendance estimate, designated fishing zones, weigh-in station location, food service area, and the request for the City's Water Trailer.

6.2 Event Sponsorship Application

An Event Sponsorship Application will be submitted requesting \$1,930 in Council-sponsored funding for the Derby — equal to the entire revised Derby budget. =

6.3 Use of Existing City Facilities

- Existing City charcoal grills — Channel-U will provide charcoal, lighter fluid, and a grill brush only.
- Existing City porta-potty on the Site — Channel-U will coordinate pre-event cleaning/servicing with Public Works.
- Existing shed (City property) — Derby supplies will be staged in the shed pre- and post-event.

7. Service Agreement Summary

Topic	Service Agreement Section
Channel-U LLC legal name, address, contact information	Opening paragraph
Program description, schedule, and registration	§1 (Services)
Fee, payment categories, and invoicing	§2 (Fee)
Equipment, shed access, and site rules at Washington Lake	§3 (Equipment & Site)
Insurance requirements	§4 (Insurance)
Term, termination, indemnification, child safety, governing law	§5 (Terms)

Recommended Fee: \$15,503.82 (the Season Program funding need). Fee is paid in three categories under §2: (a) Start-Up Reimbursements (\$2,425.89) for insurance and initial gear; (b) Weekly Service Fees & Operating Reimbursements (\$12,870.00); and (c) Close-Out Reconciliation (\$207.93). All payments use the City's standard voucher and Comptroller process with a thirty-day target.

8. Insurance & Risk Management

Channel-U LLC will procure and maintain Commercial General Liability insurance (\$1,000,000 per occurrence / \$2,000,000 aggregate). The City of Newburgh, its officers, agents, and employees will be named as Additional Insured on a primary, non-contributory basis. A Certificate of Insurance will be delivered to the City.

9. Funding Stack

With participant registration administered by the City (no revenue to Channel-U), the 2026 funding stack is structured as follows:

Source	Amount	Status
Service Agreement Fee (City of Newburgh, season program)	\$15,503.82	Pending — see draft agreement §2 (Fee)
Event Sponsorship (City of Newburgh, Council-sponsored, Derby only)	\$1,930.00	Pending — Event Sponsorship Application
Private sponsors (in-kind & cash)	as available	Outreach in progress
TOTAL 2026 BUDGET	\$17,433.82	

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: _____, 2026

CITY OF NEWBURGH

By: _____

Name: Jason Morris

Title: Interim City Manager

DATED: _____, 2026

CHANNEL-U LLC

By: _____

Name: [Print Name]

Title: [Print Title]

Acknowledgment Page
Contract for Youth Fishing Program 2026
City of Newburgh with Channel-U LLC

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

On the ____ day of _____, in the year 2026, before me personally appeared Jason Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 2026, 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

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[Schedules to Follow]

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC.
FOR TASER PRODUCTS AND RELATED TECHNOLOGY
AT A COST OF \$116,988.00**

WHEREAS, the City of Newburgh has historically purchased taser products and services to support the Police Department's public safety efforts; and

WHEREAS, under the purchase and ownership model for these products, the City of Newburgh is also responsible for purchasing replacement equipment, accessories, and other upgrades, which results in costly upgrades, outdated equipment, and unusable equipment being taken out of service; and

WHEREAS, transitioning to a subscription model for these products, the City of Newburgh would have access to lifetime product warranties, more regular software updates, maintenance and service, access to updated training platforms, and newer product models; and

WHEREAS, this Council has reviewed the attached agreement with Axon Enterprise, Inc. for subscription-based taser products and related services and has determined that executing same under the terms and conditions set forth therein is in the best interests of the City of Newburgh; and

WHEREAS, funding for such project shall be derived from A.3120.0205, Other Equipment; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a five-year contract with Axon Enterprise, Inc. to provide taser products and related technology for the Police Department.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-847214-46211AT

Issued: 07/08/2026

Quote Expiration: 09/30/2026

Estimated Contract Start Date: 12/01/2026

Account Number: 132800

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
City of Newburgh Police Dept - NY 55 BROADWAY NEWBURGH, NY 12550-5613 USA	City of Newburgh Police Dept - NY 83 Broadway 4th Fl Newburgh NY 12550-5617 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allie Taylor Phone: 6036308705 Email: alltaylor@axon.com Fax:	Brandon Rola Phone: (845) 561-3131 Email: brola@cityofnewburgh-ny.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$116,988.00
ESTIMATED TOTAL W/ TAX	\$116,988.00

Discount Summary

Average Savings Per Year	\$11,493.31
TOTAL SAVINGS	\$57,466.55

Payment Summary

Date	Subtotal	Tax	Total
Nov 2026	\$23,397.60	\$0.00	\$23,397.60
Nov 2027	\$23,397.60	\$0.00	\$23,397.60
Nov 2028	\$23,397.60	\$0.00	\$23,397.60
Nov 2029	\$23,397.60	\$0.00	\$23,397.60
Nov 2030	\$23,397.60	\$0.00	\$23,397.60
Total	\$116,988.00	\$0.00	\$116,988.00

Quote Unbundled Price:	\$174,444.00
Quote List Price:	\$129,996.00
Quote Subtotal:	\$116,988.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00031	TASER 10 CERTIFICATION PRO PLAN	20	60	\$145.37	\$108.33	\$97.49	\$116,988.00	\$0.00	\$116,988.00
Total							\$116,988.00	\$0.00	\$116,988.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION PRO PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100126	AXON VR - TACTICAL BAG	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	20	2	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	20	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	200	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100591	AXON TASER - CLEANING KIT	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	20	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101294	AXON VR - TABLET	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101300	AXON VR - TABLET CASE	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	20	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	20	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	102186	AXON TASER 10 - COMMAND BOX	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	20	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL	1	1	11/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RUGGEDIZED			
TASER 10 CERTIFICATION PRO PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2026
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2027
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2028
TASER 10 CERTIFICATION PRO PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	05/01/2029
TASER 10 CERTIFICATION PRO PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	05/01/2029
TASER 10 CERTIFICATION PRO PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	05/01/2029
TASER 10 CERTIFICATION PRO PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/01/2029
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2029
TASER 10 CERTIFICATION PRO PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION PRO PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	20	12/01/2026	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2026	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	20	12/01/2026	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	20370	AXON VR - USER ACCESS - FULL VR	20	12/01/2026	11/30/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION PRO PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	20
TASER 10 CERTIFICATION PRO PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	20

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION PRO PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	1	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	100213	AXON VR - EXT WARRANTY - TABLET	1	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	20	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	20	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	11/01/2027	11/30/2031
TASER 10 CERTIFICATION PRO PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2027	11/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	55 BROADWAY	NEWBURGH	NY	12550-5613	USA
2	55 BROADWAY	NEWBURGH	NY	12550-5613	USA

Payment Details

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	C00031	TASER 10 CERTIFICATION PRO PLAN	20	\$23,397.60	\$0.00	\$23,397.60
Total				\$23,397.60	\$0.00	\$23,397.60

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00031	TASER 10 CERTIFICATION PRO PLAN	20	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	C00031	TASER 10 CERTIFICATION PRO PLAN	20	\$23,397.60	\$0.00	\$23,397.60
Total				\$23,397.60	\$0.00	\$23,397.60

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00031	TASER 10 CERTIFICATION PRO PLAN	20	\$23,397.60	\$0.00	\$23,397.60
Total				\$23,397.60	\$0.00	\$23,397.60

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	C00031	TASER 10 CERTIFICATION PRO PLAN	20	\$23,397.60	\$0.00	\$23,397.60
Total				\$23,397.60	\$0.00	\$23,397.60

Nov 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	C00031	TASER 10 CERTIFICATION PRO PLAN	20	\$23,397.60	\$0.00	\$23,397.60
Total				\$23,397.60	\$0.00	\$23,397.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement attached hereto, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/8/2026



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB Destination via common carrier. Title and risk of loss pass to Customer upon delivery to the Customer. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.****CUSTOMER:****Newburgh Police Department (NY)**

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use
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of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.**
 - 8.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.
 - 8.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.
 - 8.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 20 years or more.
 - 8.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("Streaming Video") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.
 - 8.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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- 8.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
- 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
- 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
- 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
- 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
- 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
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13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value of the allowance. Axon does not provide refunds for unused portions of the allowance.

15. Carbyne Products and Services

15.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. Prepared Products and Services.

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

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17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
 18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
 19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
 20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • For the CEW Full-Service Package: On-site assistance included. • For the CEW Starter Package: Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor Training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer's facility • For the CEW Starter Package: Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
--

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
 - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

-
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

January 16, 2026

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for Axon Enterprise, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

Axon Enterprise, Inc. (Axon), is the sole manufacturer for TASER brand energy weapons and Axon brand products. Axon is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia. Axon is also the sole developer and offeror of the Evidence.com data management services.¹



TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERS that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services

¹ Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)

- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 10 Inert Device Model: 100392
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400

- TASER 10 inert cartridge, item number 100401
5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 20012
 - Close Quarter cartridge, 12 degrees, Model 20013
 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
 7. TASER Smart Cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart Cartridge Model: 22153
 8. Power Modules for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027 (currently only for the TASER 7 energy weapon)
 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
 10. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
 11. Power Modules (Battery Packs) for X26P and X2 energy weapons:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
 12. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
 13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
 14. TASER Simulation Suit II Model 44550

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button

- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Axon Evidence](#)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
8. Axon Body 2 Camera Model: 74001
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Fleet 3 Camera
 - High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
 - High-definition Interior Camera with infrared illumination for back seat view in complete darkness
 - Wireless Mic and Charging Base for capturing audio when outside of vehicle
 - Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
 - Automatic transition from Buffering to Event mode with configurable Signals
 - Video Recall records last 24 hours of each camera in case camera not activated for an event
 - Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Axon Evidence
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Prioritized upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

11. Axon Fleet 2 Camera

- High-definition video system with wide field of view, zoom, infrared for the back seat and wireless microphone integration
- Intuitive mobile data terminal app, Axon View XL, for quick tagging, uploads and more on the fly
- Ability to efficiently categorize, play back and share all video alongside other digital files on [Axon Evidence](#)
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Best-in-class install times and quick remote troubleshooting
- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit

12. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027
- Axon Fleet 3 Dual View Camera: 72000
- Axon Fleet 3 Interior Camera: 72037
- Axon Fleet Hub: 72010

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2 Model: 11536
- Axon Dock – 6-Bay and Core for Axon Flex 2 Model: 11537
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104

- Axon Dock – 8-Bay for Axon Body 3 Model: 74210

TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence, unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),² Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video

² Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),³ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

▲, ▲ AXON, Axon, Axon Auto-Transcribe, Axon Body, Axon Capture, Axon Citizen, Axon Commander, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, Axon View, My90, X2, X26P, TASER 7, TASER 10, TASER, and ● are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2026 Axon Enterprise, Inc.

³ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT ADDENDUM WITH AXON ENTERPRISE, INC.
FOR BODY WORN CAMERAS AND RELATED TECHNOLOGY
AT A COST OF \$35,240.00**

WHEREAS, by Resolution No. 177-2022 of July 11, 2022, the City of Newburgh authorized a contract with Axon Enterprise, Inc. ("Axon") for body worn cameras and related technology for the Police Department; and

WHEREAS, Axon has improved the performance of its products and related technology during the contract period; and

WHEREAS, the City of Newburgh Police Department would benefit from the product and technology upgrades by purchasing additional technology services for the duration of the existing contract; and

WHEREAS, this Council has reviewed the attached quote and has determined that approving an expenditure for the same under the terms and conditions previously approved under Resolution No. 177-2022 is in the best interests of the City of Newburgh; and

WHEREAS, funding for such project shall be derived from A.3120.0448, Other Services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an addendum to a contract with Axon Enterprise, Inc. to provide product and technology upgrades to the City of Newburgh's existing body worn camera inventory.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-876637-46230AT

Issued: 07/27/2026

Quote Expiration: 08/31/2026

Estimated Contract Start Date: 10/01/2026

Account Number: 132800

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
City of Newburgh Police Dept - NY 55 BROADWAY NEWBURGH, NY 12550-5613 USA	City of Newburgh Police Dept - NY 83 Broadway 4th Fl Newburgh NY 12550-5617 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allie Taylor Phone: 6036308705 Email: alltaylor@axon.com Fax:	Trevor Lord Phone: 845 245 9706 Email: tlord@cityofnewburgh-ny.gov Fax:

Quote Summary

Program Length	11 Months
TOTAL COST	\$35,240.00
ESTIMATED TOTAL W/ TAX	\$35,240.00

Discount Summary

Average Savings Per Year	\$2,960.00
TOTAL SAVINGS	\$2,960.00

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$35,240.00	\$0.00	\$35,240.00
Total	\$35,240.00	\$0.00	\$35,240.00

Quote Unbundled Price:	\$38,200.00
Quote List Price:	\$38,200.00
Quote Subtotal:	\$35,240.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73682	Axon Evidence - Auto Tagging License	80	11		\$10.00	\$10.00	\$8,800.00	\$0.00	\$8,800.00
102011	Axon AI Assistant	80	11		\$30.00	\$26.64	\$23,440.00	\$0.00	\$23,440.00
A la Carte Services									
79999	Axon Evidence - Implementation for Auto Tagging/Performance	1	1		\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$35,240.00	\$0.00	\$35,240.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	102011	Axon AI Assistant	80	10/01/2026	08/31/2027
A la Carte	73682	Axon Evidence - Auto Tagging License	80	10/01/2026	08/31/2027

Services

Bundle	Item	Description	QTY
A la Carte	79999	Axon Evidence - Implementation for Auto Tagging/Performance	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	55 BROADWAY	NEWBURGH	NY	12550-5613	USA

Payment Details

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102011	Axon AI Assistant	80	\$23,440.00	\$0.00	\$23,440.00
Annual Payment 1	73682	Axon Evidence - Auto Tagging License	80	\$8,800.00	\$0.00	\$8,800.00
Annual Payment 1	79999	Axon Evidence - Implementation for Auto Tagging/Performance	1	\$3,000.00	\$0.00	\$3,000.00
Total				\$35,240.00	\$0.00	\$35,240.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement, attached hereto, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/27/2026



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**") pursuant to the Quote, annexed hereto and made part hereof.

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the Agency. Agency is responsible for any shipping charges in the Quote. Any shipping charges not expressly listed in the Quote are the responsibility of Axon.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- 9 **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's gross negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2 By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18. Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 19. General.**
- 19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices regarding patch notes or upcoming maintenance may be posted on Agency's Axon Evidence site and are effective upon posting. Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the parties at the address(es) as set forth below:

Axon:

Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:

City of Newburgh
Attn: City Clerk
83 Broadway
Newburgh, NY 12550

with copy to:

City of Newburgh Police Department
attn.: Police Chief
55 Grand Street
Newburgh, New York 12550

City of Newburgh Office of Corporation Counsel
83 Broadway
Newburgh, New York 12550

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Master Services and Purchasing Agreement

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

City of Newburgh

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix**1 Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon EvidenceLite.

- 3 Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (a) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and

utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

- 9.2** Axon will not and has no obligation to provide the Upgrade Models.
- 9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2 **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
- 3 **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A NEW, FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC.
FOR BODY WORN CAMERAS AND RELATED TECHNOLOGY
AT A COST OF \$811,187.46**

WHEREAS, by Resolution Number 177-2022 of July 11, 2022, the City of Newburgh authorized a 5-year contract with Axon Enterprise, Inc. ("Axon") for body worn cameras and related technology for the Police Department; and

WHEREAS, the 5-year contract will expire in August 2027; and

WHEREAS, Axon has offered preferred pricing this year in exchange for entering into a new, five-year contract that will commence in August 2027 and expire in August 2032 for body worn cameras and related technology; and

WHEREAS, this Council has reviewed the attached agreement and has determined that executing same under the terms and conditions set forth therein is in the best interests of the City of Newburgh; and

WHEREAS, funding for such project shall be derived from A.3120.0448, Other Services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a new, five-year contract with Axon Enterprise, Inc., covering the period August 2027 to August 2032, to provide body worn cameras and related technology for the Police Department.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-869180-46230AT

Issued: 07/27/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 09/01/2027

Account Number: 132800

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
City of Newburgh Police Dept - NY 55 BROADWAY NEWBURGH, NY 12550-5613 USA	City of Newburgh Police Dept - NY 83 Broadway 4th Fl Newburgh NY 12550-5617 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allie Taylor Phone: 6036308705 Email: alltaylor@axon.com Fax:	Brandon Rola Phone: (845) 561-3131 Email: brola@cityofnewburgh-ny.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$811,187.46
ESTIMATED TOTAL W/ TAX	\$811,187.46

Discount Summary

Average Savings Per Year	\$75,094.26
TOTAL SAVINGS	\$375,471.30

Payment Summary

Date	Subtotal	Tax	Total
Aug 2027	\$161,637.50	\$0.00	\$161,637.50
Aug 2028	\$162,237.49	\$0.00	\$162,237.49
Aug 2029	\$162,237.49	\$0.00	\$162,237.49
Aug 2030	\$162,237.49	\$0.00	\$162,237.49
Aug 2031	\$162,837.49	\$0.00	\$162,837.49
Total	\$811,187.46	\$0.00	\$811,187.46

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$1,186,698.60
\$954,024.60
\$811,187.46

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	95	60	\$143.73	\$102.91	\$102.91	\$586,587.00	\$0.00	\$586,587.00
A la Carte Hardware									
HWCNAB4	Axon Body 4 Connected Hardware Bundle	95			\$1,049.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	12			\$1,638.90	\$136.58	\$1,638.96	\$0.00	\$1,638.96
A la Carte Software									
73682	Axon Evidence - Auto Tagging License	80	60		\$10.85	\$10.85	\$52,080.00	\$0.00	\$52,080.00
102011	Axon AI Assistant	95	60		\$32.55	\$29.30	\$166,981.50	\$0.00	\$166,981.50
BasicLicense	Basic License Bundle	4	60		\$16.27	\$16.25	\$3,900.00	\$0.00	\$3,900.00
A la Carte Services									
79999	Axon Evidence - Implementation for Auto Tagging/Performance	1	1		\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
99901	Axon Accelerate Conference Registration	4	1		\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$811,187.46	\$0.00	\$811,187.46

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	95	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	3	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	105	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	105	1	08/01/2027
Axon Body 4 Connected Hardware Bundle	74028	Axon Body - Mount - Wing Clip Rapidlock	105	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	12	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	12	1	08/01/2027
Axon Body 4 Multi-Bay Dock Bundle	71019	Axon Body - Dock Powercord - North America	12	1	08/01/2027
Body Worn Camera Unlimited with TAP Bundle	73309	Axon Body - TAP Refresh 1 - Camera	98	1	02/01/2030
Body Worn Camera Unlimited with TAP Bundle	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	12	1	02/01/2030
Body Worn Camera Unlimited with TAP Bundle	73310	Axon Body - TAP Refresh 2 - Camera	98	1	08/01/2032
Body Worn Camera Unlimited with TAP Bundle	73688	Axon Body - TAP Refresh 2 - Dock Multi-Bay	12	1	08/01/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	4	09/01/2027	08/31/2032
Basic License Bundle	73840	Axon Evidence - ECOM License - Basic	4	09/01/2027	08/31/2032

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Unlimited with TAP Bundle	73686	Axon Evidence - Storage - Axon Device Unlimited	95	09/01/2027	08/31/2032
Body Worn Camera Unlimited with TAP Bundle	73746	Axon Evidence - ECOM License - Pro	95	09/01/2027	08/31/2032
A la Carte	102011	Axon AI Assistant	95	09/01/2027	08/31/2032
A la Carte	73682	Axon Evidence - Auto Tagging License	80	09/01/2027	08/31/2032

Services

Bundle	Item	Description	QTY
A la Carte	79999	Axon Evidence - Implementation for Auto Tagging/Performance	1
A la Carte	99901	Axon Accelerate Conference Registration	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Unlimited with TAP Bundle	80464	Axon Body - TAP Warranty - Camera	95	08/01/2028	08/31/2032
Body Worn Camera Unlimited with TAP Bundle	80464	Axon Body - TAP Warranty - Camera	3	08/01/2028	08/31/2032
Body Worn Camera Unlimited with TAP Bundle	80465	Axon Body - TAP Warranty - Multi-Bay Dock	12	08/01/2028	08/31/2032

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	55 BROADWAY	NEWBURGH	NY	12550-5613	USA

Payment Details

Aug 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 1	102011	Axon AI Assistant	95	\$33,272.79	\$0.00 \$33,272.79
Annual Payment 1	73682	Axon Evidence - Auto Tagging License	80	\$10,377.48	\$0.00 \$10,377.48
Annual Payment 1	79999	Axon Evidence - Implementation for Auto Tagging/Performance	1	\$0.00	\$0.00 \$0.00
Annual Payment 1	99901	Axon Accelerate Conference Registration	4	\$0.00	\$0.00 \$0.00
Annual Payment 1	Basic.license	Basic License Bundle	4	\$777.12	\$0.00 \$777.12
Annual Payment 1	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	95	\$116,883.53	\$0.00 \$116,883.53
Annual Payment 1	H00002	Axon Body 4 Multi-Bay Dock Bundle	12	\$326.58	\$0.00 \$326.58
Annual Payment 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	95	\$0.00	\$0.00 \$0.00
Total				\$161,637.50	\$0.00 \$161,637.50

Aug 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 2	102011	Axon AI Assistant	95	\$33,396.30	\$0.00 \$33,396.30
Annual Payment 2	73682	Axon Evidence - Auto Tagging License	80	\$10,416.00	\$0.00 \$10,416.00
Annual Payment 2	Basic.license	Basic License Bundle	4	\$780.00	\$0.00 \$780.00
Annual Payment 2	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	95	\$117,317.39	\$0.00 \$117,317.39
Annual Payment 2	H00002	Axon Body 4 Multi-Bay Dock Bundle	12	\$327.80	\$0.00 \$327.80
Annual Payment 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	95	\$0.00	\$0.00 \$0.00
Total				\$162,237.49	\$0.00 \$162,237.49

Aug 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 3	102011	Axon AI Assistant	95	\$33,396.30	\$0.00 \$33,396.30
Annual Payment 3	73682	Axon Evidence - Auto Tagging License	80	\$10,416.00	\$0.00 \$10,416.00
Annual Payment 3	Basic.license	Basic License Bundle	4	\$780.00	\$0.00 \$780.00
Annual Payment 3	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	95	\$117,317.41	\$0.00 \$117,317.41
Annual Payment 3	H00002	Axon Body 4 Multi-Bay Dock Bundle	12	\$327.78	\$0.00 \$327.78
Annual Payment 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	95	\$0.00	\$0.00 \$0.00
Total				\$162,237.49	\$0.00 \$162,237.49

Aug 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 4	102011	Axon AI Assistant	95	\$33,396.30	\$0.00 \$33,396.30
Annual Payment 4	73682	Axon Evidence - Auto Tagging License	80	\$10,416.00	\$0.00 \$10,416.00
Annual Payment 4	Basic.license	Basic License Bundle	4	\$780.00	\$0.00 \$780.00
Annual Payment 4	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	95	\$117,317.40	\$0.00 \$117,317.40
Annual Payment 4	H00002	Axon Body 4 Multi-Bay Dock Bundle	12	\$327.79	\$0.00 \$327.79
Annual Payment 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	95	\$0.00	\$0.00 \$0.00
Total				\$162,237.49	\$0.00 \$162,237.49

Aug 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102011	Axon AI Assistant	95	\$33,519.81	\$0.00	\$33,519.81
Annual Payment 5	73682	Axon Evidence - Auto Tagging License	80	\$10,454.52	\$0.00	\$10,454.52
Annual Payment 5	BasicLicense	Basic License Bundle	4	\$782.88	\$0.00	\$782.88
Annual Payment 5	BWCUwTAP	Body Worn Camera Unlimited with TAP Bundle	95	\$117,751.27	\$0.00	\$117,751.27
Annual Payment 5	H00002	Axon Body 4 Multi-Bay Dock Bundle	12	\$329.01	\$0.00	\$329.01
Annual Payment 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	95	\$0.00	\$0.00	\$0.00
Total				\$162,837.49	\$0.00	\$162,837.49

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New York OGS Contract PM69698 (IT Umbrella Contract) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-372355, Q-433199, Q-457351, Q-457508, Q-662102,

Agency is terminating those contracts effective 9/1/2027. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$.00

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing - Q-372355 - 8/1/2026 - \$63,338.50 Pending Billing - Q-433199 - 8/1/2026 - \$19,841.33 Pending Billing - Q-457351 - 8/1/2026 - \$4,807.84 Pending Billing - Q-457508 - 8/1/2026 - \$79,765.74

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/27/2026



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the Customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "Party" and collectively "Parties". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means the cloud-based, hosted, subscription services provided and operated by Axon and made accessible to Customer over the internet or other network, including associated storage, processing, analytics, digital evidence management, data retention, artificial intelligence features, integrations, and related functionality. Cloud Services include Updates and enhancements provided during the Subscription Term and is accessed, not installed or transferred. This does not include third-party SaaS products.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**MSRP**" means manufacturer's suggested retail price, or the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
- 1.4. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.5. "**Services**" means all services provided by Axon under this Agreement, including Software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**"). All subscriptions begin on the date stated in the Quote and end upon completion of program or the subscription stated in the Quote ("**Subscription Term**").

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees. Axon may charge additional fees if Customer exceeds the permitted use purchased. Axon will notify Customer of additional charges as soon as reasonably practicable.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) are governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services of any third-party products are governed by the terms, if any, entered into between Customer and the respective third-party provider or the applicable terms and conditions located at www.axon.com/sales-terms-and-conditions.
8. **Statement of Work; Scope Changes.** Certain Axon Devices and Services may require a Statement of Work that details Axon's Service deliverables ("SOW"). Axon is only responsible for the performance of Services described in the SOW, Quote, or under this Agreement. All other services are out of scope unless mutually agreed to in a signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
9. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
10. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
11. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
12. **Security.** Axon will implement and maintain commercially reasonable and appropriate security measures to secure Customer data against accidental or unlawful loss, access or disclosure.
13. **IP Rights.** Axon and to the extent applicable, Axon's licensors, own and reserve all rights, titles, and interest in and to the Axon's intellectual property, including but not limited to, Axon-manufactured Devices, Services, documentation, designs, improvements, analytics, derivative works, improvements, and suggestions to Axon, including all related intellectual property rights (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices and/or Axon Services ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **LIMITATIONS. AXON'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE PAID TO AXON FOR THE AXON DEVICE, OR IF FOR SERVICES, THE AMOUNT PAID FOR SUCH SERVICES OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY.**
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after receipt of the written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the MSRP and this Agreement terminates before the end of the Subscription Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. For TASER purchases, this includes returning the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon.

17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, that should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **Compliance with Laws.**

18.1. **Laws.** Each Party will comply and maintain compliance with all applicable federal, provincial, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968, if applicable.

18.2. **Controlled Products.** Customer acknowledges that Axon Devices, Software, and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19. **General.**

19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 19.5. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.6. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.7. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.8. **Survival.** The following sections will survive termination: Payment, Axon Device Warnings, IP Rights, IP Indemnification, Limitations, Confidentiality, and any other sections detailed in the survival sections of the attachments.
- 19.9. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.10. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.11. **Entire Agreement.** This Agreement, the Appendices, Quote(s) and any SOW(s), represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Software and Cloud Services Terms of Use Appendix

I. General

1. Definitions

- 1.1. **"Customer Content"** means all data, files, and content uploaded into, ingested by, created in, or generated through Customer's use of Axon Cloud Services within Customer's tenant. This includes media/multimedia, recordings, reports, alerts, messages, videos, chats, and materials provided by the Customer, as well as Personal Data of users and data from applications connected to the solution. Customer Content excludes Non-Content Data, Dedrone Data, Third Party Content, and Third Party Services.
- 1.2. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.3. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.4. **"End User"** means Customer or Customer's employees, consultants, agents or contractors who are granted access to the Axon Cloud Services or Software in support of Customer's internal business or operations.
- 1.5. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.6. **"Firmware"** means the embedded software code installed on and operating within Axon Device, that enables the Axon Device's core functionality, control, communication, or security. Firmware is a subset of Software.
- 1.7. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices, client software, and users, that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.8. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.9. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.10. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
- 1.11. **"Software"** means application software, programs, mobile or desktop applications, or other executable code provided to Customer for installation, download or use as defined in this Agreement but excludes Axon Cloud Services.

2. **Customer Owns Customer Content.** Customer retains all rights, title and interest, including all intellectual property rights, in and to Customer Content. Customer is solely responsible for uploading, sharing, managing and deleting Customer Content. Customer Content is not considered Axon's business records, and except as set out below, Axon obtains no interest in Customer Content.

2.1. Axon Access and Use of Customer Content.

Customer grants Axon a limited, non-exclusive right to access, process, store, transmit, and otherwise use Customer Content solely for the following purposes: providing, operating, maintaining, supporting, and securing the Axon Devices and Services; performing troubleshooting, diagnostics, system monitoring, maintenance, and incident response; and enforcing this Agreement and Axon policies governing use of the Axon Devices and Services. Unless otherwise agreed to by the Parties in writing, Axon shall not access or use Customer Content any reason except as expressly authorized in this Agreement.

3. **Security.** Axon implements appropriate technical and organizational security measures designed to prevent unauthorized access, use or disclosure of Customer Data and will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content. For Axon's digital evidence or records management systems, Axon agrees to comply with the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

4. **Restrictions.** Customer shall not, and shall not permit any third party to: (i) modify, translate, adapt, tamper with,

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repair, or create derivative works of the Axon intellectual property; (ii) reverse engineer, decompile, disassemble, or attempt to derive the source code; (iii) copy any Axon intellectual property, except as expressly permitted in writing; (iv) resell, rent, lease, loan, sublicense, distribute, or otherwise commercially exploit Axon intellectual property; (v) access or use Axon intellectual property to build a competing product or service or to copy features, functions, or graphics; (vi) remove, alter, or obscure any proprietary notices; (vii) access or use Axon Software or Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (viii) use trade secret information contained in Axon Software, except as expressly permitted in this Agreement; (ix) use Axon Devices, Software or Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code; or (x) use Axon Devices, Software or Cloud Services in order to monitor the availability, security, performance, or functionality of the of such products or for any other benchmarking or competitive purposes other than as authorized in this Agreement; scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header; or misrepresent the source or ownership of Axon Services.

5. **Suspension.** Axon may immediately suspend Customer's or any End User's access to any portion of the Axon Devices or Services upon notice if Axon reasonably determines that: (i) Customer's or an End User's use poses a security risk to Axon systems, other customers, or third parties; (ii) Customer fails to pay applicable fees; (iii) Customer or its End User's use violates applicable law or regulation; (iv) such use may subject Axon or its affiliates to liability; or (v) such use is fraudulent or abusive. Customer remains responsible for all fees incurred through the period of suspension. Suspension does not terminate this Agreement unless Axon elects to terminate in accordance with the Termination provisions.
6. **Warranty and Disclaimer.** **AXON WARRANTS THAT ALL AXON SOFTWARE AND AXON CLOUD SERVICES, WHEN USED IN ACCORDANCE WITH APPLICABLE AXON DOCUMENTATION, WILL OPERATE IN ALL MATERIAL RESPECTS WITH THE DOCUMENTATION. EXCEPT AS EXPRESSLY STATED HEREIN, SOFTWARE, SERVICES OR CLOUD SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR UNINTERRUPTED OR ERROR-FREE USE. CUSTOMER AGREES AXON HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY SERVICES OR PRODUCTS USED BY THE CUSTOMER IN CONJUNCTION WITH AXON'S PRODUCTS OR SERVICES.**
7. **Updates.** Axon may make available updates and error corrections ("**Updates**") to any Axon Software, Firmware, or Cloud Service product. Axon will provide Updates electronically via the Internet or media as determined by Axon. An "**Upgrade**" includes new versions of Axon products that (i) enhance features and functionality, as solely determined by Axon; and/or (ii) provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Term, Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
8. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content, or Axon Software, Firmware, or Cloud Service products violates this Agreement or applicable laws, including acquiring and maintaining required consents; (c) maintaining necessary computer equipment and Internet connections for use of the Axon Software, Firmware, or Cloud Service products and any Updates thereto and (d) verifying the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to the Axon Software, Firmware, or Cloud Service products.
 - 8.1. **Passwords.** Customer will also maintain the security of End User usernames and passwords and access by End Users to Customer Content. Customer is responsible for ensuring the configuration and utilization of the Axon Software, or Cloud Service products meet applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

9. **YouTube.** To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
10. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes Confidential Information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
11. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
12. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
13. **U.S. Government Rights.**
- 13.1. If Customer is a U.S. Federal department or using Axon Cloud Services or Software on behalf of a U.S. Federal department, Axon Cloud Services, Software, or Software Documentation are provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation ("FAR") and Defense Federal Acquisition Regulation Supplement ("DFARS"). If Customer is using Axon Cloud Services or Software on behalf of the U.S. Government and these terms are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
- 13.2. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in DFAR 255.227-7013(c)(1)(ii) et. Seq. or 252.211-7015, or FAR 52.227-19(a)-(d), as applicable, or similar clauses in the NASA FAR Supplement.
- 13.3. Use, duplication or disclosure to the U.S. Government of any Customer Content, Non-Content Data, Personal Data, Sensitive Personal Data, by Axon or any of its subsidiaries pursuant to this Agreement is expressly prohibited absent express written permission from Customer.
14. **Export Controls.** None of the Software, Software Documentation, or underlying information, may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's Specially Designated Nationals or Blocked Persons List, or the U.S. Department of Commerce's Denied Persons List.
15. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Restrictions, Export Controls, Privacy, Storage, Disclaimer, and Customer Responsibilities.

II. **Axon Cloud Services**

1. **General.** The following apply to all Axon Cloud Services unless otherwise provided in the Product Specific Terms and Conditions Section:

1.1. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence.

1.2. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Notice, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>.

1.3. **Storage.**

1.3.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.

1.3.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

1.3.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.

1.3.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 99 years.

1.3.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("**Streaming Video**") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.

1.3.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

1.3.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Axon will determine the locations of data centers for storage of Customer in accordance with the Agreement.

1.4. **Axon Cloud Services Warranty. AXON DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE CUSTOMER UPLOADS DATA TO AXON CLOUD**

SERVICES. SERVICE OFFERINGS WILL BE SUBJECT TO THE AXON CLOUD SERVICES SERVICE LEVEL AGREEMENT THEN IN EXISTENCE AT THE TIME OF SIGNING OF THIS AGREEMENT.

2. **Cloud Services- Product Specific Terms and Conditions.** Notwithstanding any other provision in the Agreement, the following terms and conditions apply to the specific Axon Cloud Services purchased:

2.1 Policy Chat.

2.1.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

2.1.2. **Data Processing.** Customer is responsible for uploading and maintaining current, complete, and accurate policy documents and removing outdated versions. Axon AI Technology (as defined below) generates responses solely from Customer-provided documents and may not reflect recent updates.

2.2. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

2.3. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

2.4. **Auto-Tagging.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2.5. **Auto-Transcribe. RESERVED.**

2.6. FUSUS.

2.6.1. **Axon Positioning Services.** Axon cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

2.6.2. **Axon Body LTE Requirements.** FUSUS is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

2.6.3. **Axon Fleet LTE Requirements.** Axon FUSUS is only available and usable with a compatible Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

2.6.4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services, FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

2.7. **LTE Networks.** Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the

underlying wireless service provider or its affiliates or contractors when LTE service is provided by Axon and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

2.8. **TASER Data Science Program. RESERVED.**

2.9. **Community Link. RESERVED.**

2.10. **Axon Records. RESERVED.**

2.11. **Dedrone. RESERVED.**

2.12. **Axon 911 Products (Prepared and Carbyne). RESERVED.**

III. Software

1. Software - General

1.1. Licenses.

1.1.1. **Software License.** Subject to Customer's compliance with this Agreement (including the Quote) and any applicable documentation, and payment of applicable fees, Axon grants Customer a non-exclusive, non-transferable, revocable, limited, non-sublicensable, royalty-free license during the applicable Subscription Term to install, use, and display the Axon Software solely for Customer's internal purposes and solely for data communication with Axon Devices or Cloud Services for the number and type of licenses purchased.

1.1.2. **Firmware License.** Subject to Customer's compliance with this Agreement and payment of applicable fees, Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual limited license to use the Axon Firmware solely on Axon Devices.

1.2. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describes the features, functions and operation of the Software that is provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

2. Software – Product Specific.

2.1. **Wireless Offload Server.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

2.2. **Investigate- Third-Party Licenses (On-Premises Software Only). RESERVED.**

2.3. **Evidence Local License. RESERVED.**

IV. Axon Application Programming Interface ("API")

1. General

1.1. Definitions.

1.1.1. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

1.1.2. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

1.1.3. **"API Content"** All content related to API Service, excluding Customer Content or Customer's API Client Content, is considered Axon's API Content, including: (i) the design, structure and naming of API Service fields in all responses and requests; (ii) the resources available within API Service for which

Customer takes actions on, such as Evidence, cases, users, or reports; (iii) the structure of and relationship of API Service resources; and (iv) the design of API Service, in any part or as a whole.

1.1.4. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client software to operate in conjunction with the API Service for Customer's authorized Use.

1.1.5. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the Channel Services Statement of Work.

1.1.6. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

1.1.7. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

1.1.8. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

1.2. **Purpose and License.**

1.2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon Devices and Services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

1.2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

1.3. **Limitations.** Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

1.4. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

1.5. **API Updates.** Axon may update or modify the API Service from time to time (**"API Update"**). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client accesses or communicates with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

2. **API – Product Specific. RESERVED.**

V. **Artificial Intelligence ("AI")**

1. **Definitions.**

1.1. **"AI Technology"** means artificial intelligence functionalities embedded in Axon's Products, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. **"Bias Mitigation"** means strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Axon Responsibilities**

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- 2.1. **Data Use.** Unless otherwise agreed to in writing, Axon and Axon's subprocessors will not train their models on Customer Content.
- 2.2. **Ethical AI Development.** Axon shall: (a) follow its responsible innovation framework; (b) engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) conduct testing to minimize bias and ensure reliability; and (d) implement Bias Mitigation techniques in model development and deployment.
3. **Customer Responsibilities and Disclaimers.**
 - 3.1. **Use of AI Technologies.** Customer acknowledges that AI Technology is assistive and not designed to replace human review and judgement. Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; and (d) monitor for potential issues with AI outputs, including false positives or negatives.
 - 3.2. **RESTRICTIONS. AI TECHNOLOGY IS NOT DESIGNED FOR EMERGENCIES, UNLESS EMERGENCY USE CASES ARE DESCRIBED IN THE APPLICABLE PRODUCT DOCUMENTATION AND IN SUCH CASES, USERS SHOULD CONTACT APPROPRIATE EMERGENCY SERVICES DIRECTLY. AXON DISCLAIMS LIABILITY FOR QUERIES CONTAINING PROHIBITED CONTENT, SUCH AS HATE, SEXUAL MATERIAL, OR VIOLENCE, AND RESERVES THE RIGHT TO RESTRICT SUCH USAGE.**
 - 3.3. **HEALTHCARE. AXON CLOUD SERVICES THAT LEVERAGE AI TECHNOLOGY, E.G., TRANSCRIPTION AND TRANSLATION, MUST NOT BE USED BY HEALTHCARE PROVIDERS (SUCH AS DOCTORS, NURSES, PARAMEDICS) FOR THE PURPOSE OF PROVIDING HEALTHCARE SERVICES, AND SHALL ONLY BE USED FOR THE PURPOSE OF HEALTHCARE PROVIDERS DE-ESCALATING CONFRONTATIONS, UNLESS USE BY HEALTHCARE PROVIDERS TO PROVIDE SAFER AND MORE EFFICIENT EMERGENCY RESPONSE HEALTHCARE SERVICES IS DESCRIBED IN PRODUCT DOCUMENTATION.**
4. **Prepared Products AI Eras.** This section applies to a Customer's AI Eras subscription for Prepared products: _
 - 4.1. **Assistive Dispatch Licensing.** Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.
 - 4.2. **Assistive Dispatch Eligibility.** Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
 - 4.3. **PSAP Eligibility.** PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If Customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer shall assist Axon in making all eligibility determinations within ninety (90) days of the date of the Quote signature.



**Schedule 1 to Software and Cloud Services Terms of Use Appendix
Axon Customer Experience Improvement Program Appendix**

INTENTIONALLY OMMITTED.

Axon Device Appendix

I. General.

The following terms and conditions apply to any purchase, deployment, and use of Axon-manufactured Devices or third-party hardware products provided under the Agreement.

1. **Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
2. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; and (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost in accordance with applicable law or regulations.
3. **Installation.** In certain circumstances, Axon may use a third party authorized and trained by Axon to install products. Axon will not be liable for the failure of any Axon hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon or Axon's third party installer.
4. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

II. General Warranty.

1. **Axon Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices (see below for TASER warranty), are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt, and Axon-manufactured accessories which Axon warrants for ninety (90) days from Customer's receipt ("**Limited Warranty**").
2. **General Warranty Terms.** The following apply to all Axon-manufactured Devices excluding TASER weapons:
 - 2.1. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. The maximum warranty period for an individual Axon Device will be five (5) years including the initial Limited Warranty.
 - 2.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

If Customer exchanges an Axon-manufactured Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Device. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

4. Limitations and Disclaimer.

4.1 LIMITATION. AXON'S WARRANTY EXCLUDES DAMAGE RELATED TO: (A) FAILURE TO FOLLOW

AXON DEVICE USE INSTRUCTIONS; (B) AXON DEVICES USED WITH EQUIPMENT NOT MANUFACTURED OR RECOMMENDED BY AXON; (C) ABUSE, MISUSE, OR INTENTIONAL DAMAGE TO AXON DEVICE; (D) FORCE MAJEURE; (E) AXON DEVICES REPAIRED OR MODIFIED BY PERSONS OTHER THAN AXON WITHOUT AXON'S WRITTEN PERMISSION; OR (F) AXON DEVICES WITH A DEFACED OR REMOVED SERIAL NUMBER. AXON'S WARRANTY WILL BE VOID IF CUSTOMER RESELLS AXON DEVICES.

- 4.2 **DISCLAIMER.** AXON DEVICES AND SERVICES THAT ARE NOT MANUFACTURED, PUBLISHED OR PERFORMED BY AXON ("THIRD-PARTY PRODUCTS") ARE NOT COVERED BY AXON'S WARRANTY AND ARE ONLY SUBJECT TO THE WARRANTIES OF THE THIRD-PARTY PROVIDER OR MANUFACTURER.
- 4.3 **EXCLUSIVE WARRANTY.** TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES AND REMEDIES IN THE AGREEMENT ARE EXCLUSIVE. AXON DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, OR IMPLIED. IF STATUTORY OR IMPLIED WARRANTIES CANNOT BE LAWFULLY DISCLAIMED, THEN SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THE WARRANTY DESCRIBED ABOVE AND BY THE PROVISIONS IN THIS AGREEMENT. CUSTOMER CONFIRMS AND AGREES THAT, IN DECIDING WHETHER TO SIGN THIS AGREEMENT, CUSTOMER HAS NOT RELIED ON ANY STATEMENT OR REPRESENTATION BY AXON OR ANYONE ACTING ON BEHALF OF AXON RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT THAT IS NOT IN THIS AGREEMENT.
- 4.4 **LOKI DRONE LIMITATIONS:** IF CUSTOMER PURCHASES AXON LOKI, CUSTOMER ACKNOWLEDGES THE LOKI DEVICE IS DESIGNED FOR OPERATION IN ENCLOSED, CONTROLLED ENVIRONMENTS AND MUST BE USED IN COMPLIANCE WITH ALL APPLICABLE LAWS AND SAFETY GUIDELINES. OPERATION IN OPEN OR UNAPPROVED AREAS MAY RESULT IN SIGNAL INTERFERENCE, LOSS OF CONTROL, OR DAMAGE, AND AXON ASSUMES NO LIABILITY FOR IMPROPER USE, INCLUDING ANY RESULTING HARM OR REGULATORY VIOLATIONS.

III. Technology Assurance Plan ("TAP").

1. **TAP Device and Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") and Axon Dock ("**Dock Refresh**") as scheduled in the Quote. The Device Refresh and or Dock Refresh will be the same or like Axon Device, at Axon's option, depending on what model Customer originally purchased. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock. Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. Under the Dedrone Refresh Program, the replacement hardware will be the same model as, or a comparable model to, the original. Axon is not obligated to provide next-generation or upgraded versions.
2. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance, including shipment of the final Axon Devices and Dock Refreshes up to sixty (60) days before the end of the Subscription Term.
3. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. Axon will not provide a refund if the model Customer desires has an MSRP less than the MSRP of Customer's current Devices. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Device Upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
4. **Return of Original Axon Device.** Within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of

destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. Under the Dedrone Refresh Program, Customer is not required to return the original hardware upon receipt of the replacement.

5. **Termination.** TAP coverage terminates as of the date of termination and no refunds will be given in the event of termination or expiration of the Agreement.

IV. Axon Device Specific Terms and Conditions. RESERVED.

Professional Services Appendix

I. Implementation and Training

1. General

- 1.1. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- 1.2. **Access Computer Systems to Perform Services.** Customer authorizes Axon limited access Customer's relevant computers, network systems, facilities, and third-party systems as reasonably necessary for Axon to perform services as defined in this Agreement or in a SOW. Axon agrees to comply with Customer's security requirements to access such systems, either remotely or on-site, as applicable. Axon will use commercially reasonable efforts to identify the required resources in advance. Customer is responsible for ensuring its infrastructure meets the minimum requirements and for the accuracy of the information provided.
- 1.3. **Site Preparation.** Axon will provide a copy of current user documentation for the Axon Devices ("**User Documentation**"), which will include all required environmental and operational specifications for the professional services and Axon Devices. Before installation of the Axon Devices, Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the User Documentation and ensure all computers, hardware, vehicles, etc. are readily available in a suitable work area. Following installation, Customer must maintain the Installation Site per the environmental specifications. Axon will provide any updates to the User Documentation to Customer when Axon generally releases it. For any onsite training, Customer is responsible for providing a suitable work/training area.
- 1.4. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer for signature to acknowledge completion. Customer must notify Axon in writing of any material non-conformance and the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Customer does not sign the Acceptance Form or provide written notice of rejection within seven (7) calendar days of delivery, the professional services will be deemed accepted by Customer.
- 1.5. **Customer Network.** Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause other than Axon's negligence.
- 1.6. **Utilization of Services.** Customer must use professional services within six (6) months of the Effective Date.

II. Standard Implementation Activities

1. Except for on-demand training, all professional services include advance remote project planning and configuration support and assignment of a professional services manager to work with Customer on Customer's deployment to determine which Services under each category are appropriate. Any onsite support is noted under each category. Additional on-site Services days may be purchased if needed.
2. Professional services may include the following activities depending on the service package purchased:

Implementation Activity	Description
System Setup and Configuration	Configure Customer settings in Axon systems based on Customer need
User and Role Configuration	Configure roles, permissions, categories, and retention settings and register users, as applicable
Device Registration	Register devices and associate them with Customer domain

Implementation Activity	Description
Dock Configuration	Configure locations and settings and authenticate Axon Dock systems (does not include physical mounting of docks)
System Troubleshooting	Troubleshoot IT issues with Axon Evidence, or hardware system access
System Admin Training	Step-by-step explanation and assistance for configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Classroom and Practical Training	Step-by-step explanation and assistance for Customer's configuration of product, functionality, and basic operation.
Evidence Sharing Training	Tailored workflow instruction on sharing cases and evidence with local prosecuting agencies.
Best Practice Planning	Provide considerations for policy / system operations and best practices
Train-the-Trainer Instruction	Train designated Customer instructors who can support any subsequent Customer training needs
User Go-Live Training	End-user instruction and deployment support for E.com and device/operational training
Implementation Documentation	Axon guides for: administrators, product implementation, network setup, categories & roles, and sample policies
Post Go-Live Review	Review deployment and address operational issues

TABLE 1 – PROFESSIONAL SERVICES MATRIX

Implementation Activity	BWC			CEW		VR	Air		Justice
	Full	Starter	Virtual	Full	Starter		On-Site	Virtual	
System Setup and Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓
User and Role Configuration	✓	✓	✓	✓	✓	✓	✓	✓	✓
Device Registration	✓	—	—	✓	✓	—	—	—	—
Dock configuration	✓	✓	✓	—	—	—	—	—	—
System Troubleshooting	✓	✓	✓	✓	✓	✓	✓	✓	✓
System Admin Training	✓	—	—	✓	✓	—	—	—	—
Classroom and Practical Training	—	—	—	—	—	✓	✓	—	—
Evidence Sharing Training	✓	—	—	—	—	—	—	—	✓
Train-the-Trainer Instruction	✓	✓	✓	✓	✓	✓	✓	✓	✓
Implementation Documentation	✓	✓	✓	✓	✓	—	—	—	✓
Best Practice Planning	✓	—	—	✓	✓	✓	✓	✓	✓
Post Go-Live Review	✓	—	—	✓	✓	—	—	—	✓

3. **Service Package Scope**

3.1. **Body-Worn Camera Services**

- **BWC Full:** Includes remote planning and up to four (4) consecutive on-site service days.
- **BWC Starter:** Includes remote planning and one (1) on-site service day.
- **BWC Virtual:** All Services delivered remotely.

3.2. **CEW Services**

- **CEW Full:** Includes on-site support and instructor training for up to three (3) instructors.
- **CEW Starter:** Services delivered remotely with instructor training for one (1) instructor.

- 3.3. VR Services.** Includes remote planning and one (1) on-site training day, with instructor training for up to five (5) instructors.
- 3.4. Axon Air Training.** Includes system configuration and operational training. On-site training includes practical flight instruction; virtual training excludes flight training.
- 3.5. Axon Justice Implementation.** Includes workflow configuration, disclosure configuration, go-live planning, and up to three (3) two (2) hour remote training sessions.

III. Additional Professional Services. RESERVED.

IV. Technical Account Manager. RESERVED.

Miscellaneous Clauses Appendix

1. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise, and forever releases and discharges all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
2. **Free Trial.**
 - 2.1. **Trial Period and License.** At any time during the Term, the Parties may agree to a free trial of Axon Devices and Services new to the Customer ("**Trial Products**") for a designated period ("**Trial Period**") as reflected in a quote ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, non-transferable, revocable license to use the Trial Products solely for Customer's internal evaluation. Trial Products may include Axon beta software or firmware and may be subject to additional terms. Axon may limit the number of Trial Products and may supply refurbished Trial Products. **ALL TRIAL PRODUCTS, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.**
 - 2.2. **Trial Quote Termination.** Upon at least ten (10) business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may, as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within ten (10) days after the effective date of such termination or expiration at the end of the Trial Period. Customer will return all Trial Products (excluding used CEW cartridges) in good working condition, minus normal wear and tear. If any individual component of the Trial Products is not returned, Axon may invoice Customer the MSRP of any of the unreturned items or damaged Trial Products, and Customer agrees to pay the invoice along with any applicable taxes and shipping. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Software and Cloud Services Terms of Use Appendix.
3. **Axon Event Offer Terms.** If the Quote includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("**Axon Event**"), the following terms and conditions shall apply:
 - 3.1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
 - 3.2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
 - 3.3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any

procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

- 3.4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
- 3.5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
- 3.6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

November 19, 2025

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Digital Evidence Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- 13-hour battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allows wearers to request that a supervisor watch their livestream and provide guidance. (Requires Axon Respond)
- Configurable automatic activation capabilities
- Option of 4:3 or 16:9 aspect ratio
- Multiple mounting options available for a variety of needs, uniforms, and use cases
- Real-time support allows supervisor or dispatcher to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Video Recall allows for recovery of footage up to 18 hours prior in the event a camera was not activated
- Fast-charge cable (20 percent in 30 minutes) with magnetic disconnect
- Optional point-of-view (Flex POV) camera module
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability (requires the Axon Respond operations platform)
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

¹ Axon is also the sole developer and offeror of the Axon Evidence (Evidence.com) data management services. Axon Evidence is both a division of Axon and a data management product solution offered by Axon. Axon Evidence is not a separate corporate entity.



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Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-



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- state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Vehicle Unit

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.



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Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Assistant

- AI-powered voice assistant for use in the field
- Real-time translation
- Agency Q&A features
- General Q&A features
- Used with the Axon Body 4 camera

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER energy weapons and other Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Digital Evidence Management System



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- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Deleted files are sent to a deletion queue for 7 days, to help prevent unintentional deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Easily redact videos utilizing Redaction Studio within the system. With the optional Redaction Assistant add-on, leverage additional features that includes automated assistants of heads, license plates, and screens

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture



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Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Purpose-built user interface based on prosecutors' and public defenders' workflow. Optimizes evidence collection, management and review functionalities, and disclosure capabilities
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Ability to collect digital evidence from LEAs not using axon products today via a trusted user or an ingestion portal
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Axon Justice Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Evidence Local Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data



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Axon App

- Free application (app) for iOS and Android mobile devices
- Allows user access to key features of Axon Evidence, Axon Records, Axon Standards on the go
- Manage evidence missing ID & categories. Create and submit reports
- Initiate Community Requests

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Detectives can begin their investigations, and records clerks can update information exchanges on things like missing people or stolen property as a draft report exists
- Close integration with Axon Evidence sharing allows fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust APIs allow data to be easily ingested and pushed out to other systems—preventing data silos
- In-context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data, which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Controlled access based on pre-defined users, groups, and permissions
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs case management and use of force and professional standards reporting
- Can be deployed with and used alongside Axon Records, while ensuring Use-of-Force data remains safely silo'ed and permissioned
- Deep integration with Axon Evidence for efficient, digital, and secure sharing of records and cases
- Customizable information display, including custom forms



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- Customizable workflows and user groups
- Automated alerts
- Data Store allowing custom summary reports and integration into 3rd-party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Fusus

- Integration with Axon Fusus for Axon Fleet cameras and body cameras for location and/or live streaming.
- Integration with Axon Signal Sidearm, TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Integration with Axon Air, Skydio, and Dedrone systems.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos. Technology agnostic platform enables integration of a vast array of third-party technologies as required by the agency.
- Complete leveraging of Axon Evidence (Evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in- depth security and



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- penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.



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Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five minutes of an incident ending, without having to dock camera (this feature requires Axon Respond+)
- Create a single narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Axon Evidence)
- Integrates with Axon Records, allowing you to insert narratives into your report
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534



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6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Mini MOLLE Mount, Axon RapidLock Model: 11703
 - Belt Clip Mount, Axon RapidLock Model: 11509
13. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
14. Axon Signal Unit Model: 70112
15. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538



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- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
 - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
 - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
 - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206
16. Axon Signal Performance Power Magazine (SPPM) Model: 70116
17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 standard certification bundle (including the Axon VR TASER Skills Package), Axon body camera unlimited Axon Evidence (Evidence.com), Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – Third-party (3P) storage, Axon Standards, and Fusus Plus.
2. **Officer Safety Plan 10 Plus (Officer Safety Plan 10+):** Includes a TASER 10 energy weapon, the TASER 10 certification pro bundle, Axon body camera, unlimited Axon Evidence (Evidence.com), Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro (Fusus Plus included), Fusus Pro PSO, DEDrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, , DEDrone Beyond long range solution, and three Drone as First Responder (DFR) Dock systems' hardware, software, and extended warranty.
3. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification pro bundle, Axon body camera, unlimited Axon Evidence (Evidence.com), Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package Axon Records (must have over 100 sworn personnel), Fusus Pro+ (Fusus Plus included), Fusus Pro+ PSO, DEDrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, DEDrone Beyond long range solution and three Drone as First Responder (DFR) Dock systems' hardware, software, and extended warranty.
4. **Axon AI Era:** Unlimited Axon Auto-Transcribe, Draft One, Real-Time Translation, Policy Chat, Axon Evidence Translation, unlimited Smart Detection, Attribute Search, Smart



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Capture, Brief One, Form One, and Axon AI Assistant.

5. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including the energy weapon, battery, holster, dock, and core, TASER Axon Evidence license, TASER Research Evaluation and Data Program (TREND), 10 cartridges, live duty magazine, and Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers). This plan includes warranties for the energy weapon and battery.
6. **TASER 10 Certification Standard:** Pays for TASER 10 program in installments over 5 years the energy weapon, battery, holster, dock, and core, TASER Axon Evidence license, TASER Research Evaluation and Data Program (TREND), 15 cartridges, live duty magazine, live duty cartridge replacement program, three training magazines per target, 7 HALT cartridges in the first year, 5 HALT cartridges per year for each of the following 4 years, and 4 HALT magazines per HALT suit. One HALT suit is provided per 50 TASER 10 energy weapons purchased, and one HALT professional target and frame is provided per 75 energy weapons sold. The bundle also includes Master Instructor course vouchers, TASER Instructor course vouchers, Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers), and the Axon VR TASER Skills Package. This plan includes warranties for the energy weapon and battery, and a 5-year warranty for the battery. A 10-year warranty dock and core warranty is available with a 10-year plan.
7. **TASER 10 Certification Pro:** Pays for TASER 10 program in installments over 5 years the energy weapon, battery, holster, dock, and core, TASER Axon Evidence license, TASER Research Evaluation and Data Program (TREND), 20 cartridges up front, outyear live cartridges, live duty magazine, live duty cartridge replacement program, three training magazines per target, 10 HALT cartridges up front, 12 outyear HALT cartridges, 4 HALT magazines per HALT suit. One HALT suit is provided per 50 TASER 10 energy weapons purchased, and one HALT professional target and frame is provided per 75 energy weapons sold. The bundle also includes Master Instructor course vouchers, TASER Instructor course vouchers, Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers), and the Axon VR Full VR Package. This plan includes warranties for the energy weapon and battery, and a 5-year warranty for the battery. A 10-year dock and core warranty is available with a 10-year plan.
8. **Officer Safety Plan 10+ for Small/Midsize Agency (0–100):** Includes a TASER 10 energy weapon, Axon Body Worn Camera, TASER 10 certification pro bundle (including the Axon VR TASER Skills Package), unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Body Device Connectivity, Fusus Plus, Axon Standards, 100 gigabytes (GM) of third-party storage, Channel Services (one migration of the agency's choosing), auto-tagging, Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one out of 15 sworn personnel), Axon Performance, Axon Community Request (in the certifications bundle).
9. **Officer Safety Plan 10 Premium for small/mid Agency (0–100):** Includes a TASER 10 energy weapon, Axon Body Worn Camera, TASER 10 certification pro bundle, unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per



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- 100 sworn personnel), Axon Signal Sidearm, Axon Body Device Connectivity, Fusus Plus, Axon Standards, unlimited third-party storage, Channel Services (one migration of the agency's choosing), auto-tagging, Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one out of 15 sworn personnel), Axon Performance, Axon Community Request (in the certifications bundle), Axon VR Full VR Package, My90, and Fusus Pro+ and professional services organization (PSO).
10. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, the TASER 7 certification bundle, Axon body worn camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, and Fusus Plus.
 11. **Officer Safety Plan 7 Plus (Officer Safety Plan 7+):** Includes a TASER 7 energy weapon, the TASER 7 certification bundle, Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, Dedrone counter UAS sensors.
 12. **Officer Safety Plan 7 Premium:** Includes a TASER 7 energy weapon, the TASER 7 certification bundle, Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, Dedrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, and Drone as First Responder (DFR) Dock Pro.
 13. **Officer Safety Plan 7+ for Small/Midsize Agency:** Includes the TASER 7 energy weapon, Axon Body Worn Camera, TASER 7 certification bundle, unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Body Device Connectivity, Fusus Plus, Axon Standards, 100 gigabytes (GB) of third-party storage, Channel Services (one integration into Axon Evidence), Auto Tagging (+deployment), Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one person per every 15 sworn personnel), Axon Performance, Axon Community Request, and Axon VR Full VR Package .
 14. **Officer Safety Plan 7 Premium for Small/Midsize Agency:** Includes the TASER 7 energy weapon, Axon Body Worn Camera, TASER 7 certification bundle, unlimited Axon Evidence services, Axon Evidence Pro with command staff access (one license per 100 sworn personnel), Axon Signal Sidearm, Axon Device Connectivity, Fusus Plus, Axon Standards, unlimited 3P storage, Channel Services (one integration into Axon Evidence),



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Auto Tagging (+deployment), Axon Redaction Assistant, third-party video and Axon Investigate Pro (with training for one person per every 15 sworn personnel), Axon Performance, Axon Community Request, Axon VR Full VR Package , My90, and Fusus Pro+ and professional services organization (PSO).

15. **Unlimited:** Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, and Fusus Plus.
16. **Unlimited+:** Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity), 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, DEDrone counter UAS sensors.
17. **Unlimited Premium:** Axon Body Worn Camera, unlimited Axon Evidence, Axon Evidence Pro Command Staff Pro license (1 per 100 users), Axon Signal Sidearm, Axon Body Device Connectivity, 100 gigabytes (GB) – 3P storage, Axon Standards, Fusus Plus, Channel Services (one integration), Auto-Tagging, Auto Tagging PSO, Axon Redaction Assistant, 3P video and Axon Investigate Pro, 3P video and Axon Investigate Pro training (up to 15 sworn personnel per package), Axon Performance, Axon Community Request, Axon VR Full VR Package, Axon Records (must have over 100 sworn personnel), Fusus Pro+, Fusus Pro+ Streams, Fusus Pro+ PSO, DEDrone counter UAS sensors, unlimited 3P storage, My90, My90 PSO, and Drone as First Responder (DFR) Dock Pro.
18. **Axon VR TASER Skills Package:** This bundle is sold with one license per 50 sworn personnel. The bundle includes a VR headset (with accompanying warranty and Technology Assurance Plan (TAP)), a TASER VR controller (with accompanying warranty and TAP), TASER VR controller holster, and a tactical bag. Software includes TASER Arena and Simulator Training, which includes TASER Range Skills and TASER 10 Validation.²
19. **Axon VR Full VR Package:** This bundle is sold with one license per 25 sworn personnel. The bundle includes a VR headset (with accompanying warranty and Technology Assurance Plan (TAP)), a TASER VR controller (with accompanying warranty and TAP), TASER VR controller holster, a Handgun Controller (with accompanying warranty and TAP), a Tablet (with accompanying warranty and TAP), a tablet case, and a tactical bag, and a TASER VR controller holster. Software includes Community Engagement Training (CET), Virtual Reality Based Training Live Action, TASER Arena, and Simulator Training. Simulator Training includes TASER Range Skills, Firearm Range Skills, TASER 10 Validation, Virtual Reality Based Training and a tablet application for the trainer. Upcoming modules include AI Verbal Skills Training and Close Quarters Clearance,



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scheduled for Q3 and Q4 2025 respectively. The bundle includes a VR headset, headset warranty, headset TAP, tablet, tablet case, tablet warranty, TASER controller, TASER controller holster, TASER controller TAP, handgun controller, handgun controller warranty, tactical carry bag, TASER Arena, Simulator (TASER Range Skills and TASER 10 VR Validation), Simulator (handgun Firearm Range Skills), Simulator (vRBT), Simulator (Tablet App training), vRBT Live Action, community engagement training CET, and AI Verbal Skills Training (scheduled for Q3 of 2025).

20. **TASER 7 Certification:** TASER 7 energy weapon, battery pack, and holster, with warranties for the energy weapon and battery pack. The bundle also includes a TASER Weapons Dock and core, with a 5-year warranty (a 10-year warranty is optional). Also included are an Axon Evidence license, 10 cartridges upfront, four cartridges outyear (year 3), live duty cartridge replacement program, four upfront HALT cartridges upfront, four outyear cartridge (year 3), a HALT suit, HALT professional target and frame, Master Instructor course vouchers, TASER Instructor course vouchers, and Axon Academy and Training on demand (this includes Master Instructor vouchers and Instructor vouchers).
21. **Fusus Basic (Tier 0)** Axon Fusus Map Interface, Push Notifications and Alerts, Axon Evidence (Transfer Digital Evidence to Evidence.com Case), Team Chat, Telestration (Graphic Markup on Map Screenshot), Dashboards (Operational, Analytics, Alerts), Incident Management Markup on Real-Time Map, and iOS & Android Mobile Apps.
22. **Fusus Plus (Tier 1)** Axon Fusus Map Interface, Push Notifications and Alerts, Axon Evidence (Transfer Digital Evidence to Evidence.com Case), Team Chat, Telestration (Graphic Markup on Map Screenshot), Dashboards (Operational, Analytics, Alerts), Incident Management Markup on Real-Time Map, and iOS & Android Mobile Apps, livestreaming, bidirectional communications, and Watch Me (with the Axon Body 4 or newer cameras)..
23. **Fusus Pro (Tier 2):** Access to the Axon Fusus map, with body worn camera locations appearing on the map. Real-time alerts, priority evidence upload (PEU), remote computer-aided dispatch (CAD)-based camera activation and automatic offload via Wi-Fi in addition to live locations on the Fusus map, and livestreaming on the Fusus map. If the agency has purchased livestreaming for body cameras, Axon Fleet cameras, or drones, those livestreams will be viewable on the Fusus map. Fusus Pro also includes CCTV streams, most Fusus functionality, including Registry and Connect, and CAD integration and CAD core.³⁴
24. **Fusus Pro+ (Tier 3):** Access to the Axon Fusus map, with body worn camera locations appearing on the map. Real-time alerts, priority evidence upload (PEU), remote computer-aided dispatch (CAD)-based camera activation and automatic offload via Wi-Fi in addition to live locations on the Fusus map, and livestreaming on the Fusus map. If the agency has purchased livestreaming for body cameras, Axon Fleet cameras, or drones, those livestreams will be viewable on the Fusus map. Fusus Pro also includes CCTV streams, most Fusus functionality, including Registry and Connect, and CAD integration and CAD core.³ Fusus Pro+ offers approximately 50 percent more CCTV and core

³ Axon Evidence third-party storage limits apply to the Fusus Vault.

⁴ An optional CCTV-only bundle is available for customers not using Axon cameras.



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hardware allowance than Fusus Pro, along with Tips, Notify, and RMS integration.⁴

25. **Fusus Pro, CCTV only, no Axon BWCs:** Fusus Pro for customers who do not have Axon Body Worn Cameras.
26. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Axon Evidence for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and Axon VR Full VR Package.
27. **Axon Justice Basic:** Pro license with API access, discovery workflows (with Axon Justice user interface), and Axon Investigate Pro (including 3PV playback).
28. **Axon Justice Premier:** Pro license with API access, discovery workflows (with Axon Justice user interface), and Axon Investigate Pro (including 3PV playback), unlimited 3P storage, Redaction Assistant, and unlimited auto-transcription.
29. **Axon Justice Premier+:** Pro license with API access, discovery workflows (with Axon Justice user interface), and Axon Investigate Pro (including 3PV playback), Redaction Assistant, unlimited auto-transcription, unlimited 3P storage, translation, Policy Chat, and Brief One.
30. **Body worn camera (BWC) Rescue:** Axon Body Worn Camera, BWC TAP refresh, Axon Dock TAP refresh, and warranty for the camera and dock.
31. **Fire/EMS Axon Fleet:** Dual-view Camera, interior and Exterior Cameras, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, installation, GeoTab on-board diagnostics (OBD) dongle and hardware, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud License, has Fleet Unlimited Storage, Axon Respond license, and GeoTab license.
32. **Axon Fleet Basic:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, installation, Axon Fleet warranty, storage, Axon Fleet 3 Vehicle License, real-time alerts, Cradlepoint Netcloud License, and Fleet Unlimited Storage.
33. **Axon Fleet Basic + TAP:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, Axon Fleet 3 Vehicle License, real-time alerts, Cradlepoint Netcloud license, and Fleet Unlimited Storage.
34. **Axon Fleet Advanced:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud license, Fleet Unlimited Storage, ALPR license, and real-time alerts, locations and livestreaming license.
35. **Axon Fleet Advanced with Geotab:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, Geotab ODB dongle and hardware, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud license, Fleet Unlimited Storage, ALPR license, real-time alerts, locations and livestreaming license, and Geotab software license.



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- 36. Axon Fleet Advanced with ZOLL:** Dual-view Camera, Interior Camera, Axon Fleet Hub, Axon Signal Vehicle Unit, Cradlepoint router kit (R980), extended warranty, TAP upgrade at five years, installation, ZOLL defibrillator, Axon Fleet 3 Vehicle License, Cradlepoint Netcloud license, and Fleet Unlimited Storage.⁵
- 37. Axon Interview Room Essential:** Cameras and mounts,⁶ microphone, 5-year warranty, installation, server and client software licenses, unlimited storage for interview videos in Axon Evidence, and a basic Axon Evidence License.⁷
- 38. Axon Interview Room Standard:** Cameras and mounts, microphone, 5-year warranty, installation, a power over ethernet (PoE) switch, a touch panel and mounts, two lite servers, server and client software licenses, unlimited storage for interview videos in Axon Evidence, and a basic Axon Evidence License.⁷
- 39. Axon Air Basic Patrol:** Axon Air, Axon Evidence pilot data license and professional implementation (services), Skydio Basic Patrol software kit (includes Skydio data storage, media sync, fleet manager, Skydio Connect 5G, and multi-viewer live streaming), Skydio X10 Patrol hardware kit (Skydio X10 Ready Kit, Skydio NightSense, Skydio Spotlight, Skydio Speaker).
- 40. Drone as First Responder (DFR) Patrol:** Axon Air, Axon Evidence pilot data license and professional implementation (services), Skydio DFR Command license (includes Skydio Crosshair Coordinates, Data Storage, Media Sync, Fleet Manager, Remote Ops, Skydio Connect 5G), Skydio X10 Patrol hardware kit (includes Skydio X10 Ready Kit, Skydio NightSense, Skydio Spotlight, Skydio Speaker), Skydio Care 3-year extended warranty, Skydio X10 In-Person Training.
- 41. Drone as First Responder (DFR) Dock:** Axon Air, Axon Evidence pilot data license and professional implementation (services), Skydio DFR Command license (includes Skydio Crosshair Coordinates, Data Storage, Media Sync, Fleet Manager, Remote Ops, Skydio Connect 5G), Skydio Dock for X10 DFR Kit (Skydio X10 dock bundle, Skydio NightSense, Skydio Spotlight, Skydio Speaker), Skydio Care 3-year extended warranty, Skydio dock maintenance plan, and Skydio dock in-person deployment and training.
- 42. Drone as First Responder (DFR) Dock Pro:** Three Axon Air, Axon Evidence pilot data licenses and one professional implementation (services), three Skydio DFR Command licenses (includes Skydio Crosshair Coordinates, Data Storage, Media Sync, Fleet Manager, Remote Ops, Skydio Connect 5G), three Skydio Dock for X10 DFR Kits (Skydio X10 dock bundle, Skydio NightSense, Skydio Spotlight, Skydio Speaker), three Skydio Care 3-year extended warranties, three Skydio dock maintenance plans, Skydio dock in-person deployment and training, Dedrone Beyond Long Range DFR hardware kit, Dedrone Tracker Long Range AI DFR software, Dedrone Long Range four-year warranty, three Dedrone Long Range Radar software, and two Dedrone install service days.

⁵ Additional ZOLL products available for purchase are the ZOLL AED 3, ZOLL Compact Trauma Kit, ZOLL AED Puls, and the ZOLL Comprehensive Trauma Kit.

⁶ Axon Interview Room is available with 1- and 2-camera bundles.

⁷ With the Essential bundle, a power over ethernet (PoE) switch, a touch panel and mounts, and two lite servers are available as options.



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Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A RENEWAL CONTRACT WITH EMPRESS AMBULANCE SERVICES LLC
TO PROVIDE EMERGENCY MEDICAL AND AMBULANCE SERVICES
IN THE CITY OF NEWBURGH**

WHEREAS, by Resolution No. 74-2024 of April 8, 2024, the City Council approved a contract with Empress Ambulance Services, LLC to provide emergency medical and ambulance services in the City of Newburgh for the period April 1, 2024 through December 31, 2026 at a total cost of \$2,804,952.00; and

WHEREAS, the parties propose to renew the terms of said agreement for a 3-year term beginning on January 1, 2027 through December 31, 2029 at a total cost of \$3,381,459.00; and

WHEREAS, funding for the cost of the contract will be derived from A.3412.0448; and

WHEREAS, the City Council has reviewed the renewal contract and determined that executing a contract under the terms and conditions set forth therein 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 is hereby authorized to execute and the attached contract with Empress Ambulance Services, LLC to provide emergency and ambulance services in the City of Newburgh for the period January 1, 2027 through December 31, 2029 at a total cost of \$3,381,459.00.

CITY OF NEWBURGH
Services Agreement

This agreement (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 (“City”), and Empress Ambulance Services LLC, a limited liability corporation, with an office address of 10 South White Street, Poughkeepsie, NY 12601 (“Contractor”).

WITNESSETH

WHEREAS, the City issued Request for Proposals #2-24 (the “RFP”) seeking proposals from qualified and experienced vendors with the capability to provide emergency medical and ambulance services to the City of Newburgh; and

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

WHEREAS, the RFP 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 RFP and has been determined to be qualified to provide such services; and

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services work necessary to provide such emergency medical and ambulance services herein after referred to as “Services”.

WHEREAS, Contractor shall provide such Services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Work
Schedule B – Fees and Expenses

WHEREAS, the term shall begin on January 1, 2027 after receipt of a fully-executed Agreement by Contractor to the City.

NOW, THEREFORE, in consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the Services and Contractor does hereby agree to perform the Services described herein. The City and Contractor:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

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- 1.1 Agreement: The Agreement executed by both the City and Contractor.
 - 1.2 Additional Services: A written authorization for services and work beyond the deliverables as provided by Section 2, Scope of Services.
 - 1.3 Advanced Life Support (ALS): Advanced services or skills provided by a paramedic certified and credentialed as approved and/or required by the State of New York and the Hudson Valley Regional Medical Services Council.
 - 1.4 Basic Life Support (BLS): Basic emergency medical services skills as authorized and/or approved by the State of New York and the Hudson Valley Regional Medical Services Council.
 - 1.5 City: The City of Newburgh.
 - 1.6 Claimant's Certification form: Documentation, including but not limited to an invoice, providing cost of the work and Contractor's request for payment.
 - 1.7 CAD: Computer Aided Dispatch.
 - 1.8 Contractor: The individual or entity represented who is identified on the signature line of the Agreement.
 - 1.9 Contract: Same as Agreement.
 - 1.10 Contract Documents: Requests for Proposals, Scope of Services, Cost Proposals, this Agreement, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the Services.
 - 1.11 EMS: Emergency Medical Services
 - 1.12 NYSDOH: New York State Department of Health
 - 1.13 NYSEMT: Certified EMT Level Emergency Medical Technician (NYSEMT-B)
 - 1.14 OCECC: Orange County Emergency Communications Center.
 - 1.15 Principal(s): The individual(s) of the Contractor authorized its behalf to act as signatories to agreements for the Services.

2. SCOPE OF SERVICES

- 2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with the Services and deliverables more specifically described in the Scope of Services in **Schedule A** in a timely and professional manner.

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- 2.2 Contractor shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work. All work required under this Contract shall be performed in accordance with these practices and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Contractor shall commence and complete work and services consistent the scope of services described in **Schedule A**.
- 2.4 Prior to the start of work and during the term of this Agreement, Contractor shall submit for approval by the City the names of any sub-contractor engaged by Contractor to perform work and the City's approval shall not be unreasonably withheld. Nothing in this Agreement shall create any contractual relationship between the City and any sub-contractor retained by the Contractor.
- 2.5 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, a change order or an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Article 2 and **Schedule A** (Scope of Services). Such work shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).

4. COMPENSATION

- 4.1 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.
- 4.2 Compensation for Contractor's Scope of Services shall be as described in **Schedule B**.

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- 4.3 For satisfactory performance of the Services or, as Additional Services may be approved by mutual written agreement or change order, the City agrees to compensate Contractor accordance with the fees and expenses as stated in **Schedule B**, which is attached to and is part of this Agreement. Contractor shall submit to the City a City Claimant's Certification form with invoice for Services rendered during the prior period, or as otherwise set forth in **Schedule B**, and prepared in such form and supported by such documents as the City may reasonably require. The City will pay the proper amounts due Contractor within sixty (60) days after receipt of a City Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify Contractor, in writing, of the City's reasons for objecting to all or any portion of the invoice submitted by Contractor.
- 4.4 At the conclusion of the term of this Agreement and the conclusion of any renewal term, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.5 All subcontractors and subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor or other subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.6 Payment to Contractor is subject to the following audit rights of the City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the City. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

5. BOOKS AND RECORDS; RETENTION

- 5.1 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.

- 5.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.

6. TERM; TERMINATION

- 6.1 The term of this Agreement shall be as follows.

6.1.1 The Agreement shall commence on January 1, 2027 and shall terminate on December 31, 2029, unless sooner terminated pursuant to the provisions of this Article 6.

- 6.2 This Agreement may be extended and renewed for another 2 year term upon the mutual, written agreement of the parties hereto.

- 6.3 The City may, in writing and in accordance with the notice provision in Article 8 (Miscellaneous Provisions) terminate this Agreement in whole or in part at any time (i) upon the failure of Contractor to comply with any of the terms or conditions of this agreement consistent with Article 8 (Penalties) of this Agreement, or (ii) upon the Contractor becoming insolvent or bankrupt.

- 6.4 Either party may terminate this Agreement for cause by providing at least thirty days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the thirty-day period consistent with Article Section 8 (Penalties) of this Agreement. Prior to terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Article 9 (Miscellaneous Provisions).

- 6.5 In the event the City terminates this Agreement or the Contractor terminates this Agreement in accordance with Section 6.4, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as of the effective date of the termination consistent with the provisions of Article 4 (Compensation) and Article 8 (Penalties).

- 6.6 The City may immediately cancel this Agreement on notice to Contractor if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

7. INSURANCE AND RISK MANAGEMENT

- 7.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.

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- 7.2 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 including, without limitation, reasonable attorney fees and costs of litigation and/or settlement, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 7.3 The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. Contractor assumes the risk of and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Contractor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Contractor as an expert consultant specialist or subcontractor hereunder.
- 7.4 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.
- 7.5 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:
- 7.5.1 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. |
- 7.5.2 Excess general liability policy providing \$10,000,000 per occurrence.
- 7.5.3 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.
- The minimum liability limits shall be as follows:
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\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

- 7.5.4 Workers' Compensation Insurance, shall include Employer Liability and other limits required under New York law.
- 7.5.5 Professional Liability Insurance (a/k/a Errors and Omissions insurance), if applicable, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.
- 7.5.6 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.
- 7.5.7 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
- 7.5.8 The scope of coverage and deductible shall be shown on the certificate of insurance.
- 7.5.9 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.
- 7.5.10 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 7.5.11 Contractor shall notify the City in writing of any material change in insurance coverage.
- 7.5.12 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 7.5.12.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

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- 7.5.12.2 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.
- 7.5.12.3 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.
- 7.5.12.4 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.
- 7.5.13 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
- 7.5.14 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.
- 7.5.15 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.
- 7.5.16 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

8. PENALTIES

- 8.1 The City will enforce service and response time deficiencies in accordance with the provisions of this Article 8. The City may cite Contractor for any violation of the contract services and assess a monetary, performance, or abatement penalty, or any combination thereof. The Fire Chief may suspend time-based performance requirements during City-declared emergencies.
- 8.2 Monetary penalties
- 8.3 In the event of failure by the Contractor to meet the monthly response time criteria set forth in section E 2 of **Schedule A** of this agreement, the Contractor shall first exert every reasonable effort to remedy the non-compliance and notify the Fire Chief immediately of the non-conformance. Should the Contractor fail to meet the response time criteria in two consecutive months as determined by the Fire Chief, the Contractor

shall issue a check/funds to the City as a fine, in an amount equal to 5% of the calculated monthly fee.

8.4 Procedure

8.4.1 The Fire Chief or designee will be responsible for issuing notice of violation on a form.

8.4.2 Violation notices will be issued on a form specified by the Fire Chief and delivered to the Contractor by hand-delivery, first class mail and/or electronically to the individual designated to receive notices on behalf of the Contractor identified in Section 9.8.

9. MISCELLANEOUS

9.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he 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.

9.2 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 Agreement.

9.3 Contractor certifies compliance with providing a drug-free workplace.

9.4 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 Agreement, 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 Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 9.5 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 Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 9.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 9.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, 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 Agreement 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 Agreement without such consent in writing of the City.
- 9.8 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 Agreement page.

9.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: Fire Chief
22 Grand Street
Newburgh, New York 12550

With copies to:

City Manager
83 Broadway
Newburgh, New York 12550

8.8.2 Notice served upon Contractor shall be delivered to:

Empress Ambulance Services
attn.: Michael Minerva
722 Nepperhan Ave
Yonkers, NY 10703

- 9.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such claim.

-
- 9.10 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 Agreement. 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.
- 9.11 This Agreement 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.
- 9.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 9.13 This Agreement 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.
- 9.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Contractor Services
City of Newburgh with Empress Ambulance Services

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: _____, 2026

CITY OF NEWBURGH

By: _____

Name: Jason Morris

Title: City Manager

DATED: _____, 2026

EMPRESS AMBULANCE SERVICES

By: _____

Name: Robert J. Stuck

Title: Executive Director

Acknowledgment Page
Agreement for Contractor Services
City of Newburgh with Empress Ambulance Services

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

On the ____ day of _____, in the year 20____, 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 20____, before me personally appeared Robert J. Stuck, 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

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[Schedules to Follow]

SCHEDULE "A"

SCOPE OF SERVICES

Contractor shall provide the following:

A. Mandatory requirements

1. Maintain a New York State Department of Health Certificate of Need to operate ambulance service in the City of Newburgh, County of Orange, State of New York.
2. Participate in the Orange County Mutual Aid Plan and provide services pursuant to the terms and conditions stated therein.
3. Provide BLS and ALS ambulance services as required by New York State and the Hudson Valley Regional Emergency Medical Services Council and other applicable regulatory agencies.
4. BLS and ALS ambulance service 24 hours per day, 7 days per week, 365 days per year
5. At a minimum one (1) ALS Ambulance, staffed with one (1) NYSDOH Certified Paramedic Level Advanced Emergency Medical Technician and one (1) NYSDOH Certified EMT Level Emergency Medical Technician (NYSEMT-B) and one (1) BLS Ambulance staffed with two (2) NYSDOH Certified EMT Level Emergency Medical Technicians (NYSEMT-B) will be available for dispatch by City of Newburgh and Orange County 911 Emergency Communications Center.
6. All reasonable effort will be made to provide a minimum of one (1) ALS Ambulance to the scene of all structure fires in the City of Newburgh and stand by to assist fire service members.
7. A four (4) zone plan will be implemented that is consistent with the four zones utilized by the City of Newburgh Fire Department.
8. Dispose of all hazardous material consistent with applicable Federal and New York State laws and regulations
9. Manage controlled substances consistent with and according to Federal and New York State laws, rules and regulations.

B. Vehicles and Equipment

1. All ambulances will satisfy Federal, New York State and Hudson Valley Regional Emergency Medical Services minimum standards. Each ambulance responding in the City will be equipped and maintained in accordance with the State of New York and Hudson Valley Regional Emergency Medical Services Council Guidelines for EMS transport vehicles.
2. All ambulances will be maintained in accordance with the warranty maintenance specifications of the vehicle manufacturer. Records shall be kept for all maintenance and repair work and shall be made available to the City upon request.
3. All maintenance costs shall be the responsibility of the contractor. All bio-medical equipment and by-products will be maintained, stored, and disposed of in accordance with industry standards.
4. Each ambulance unit shall be equipped with the required medical supplies, medications, bandages, splints, airway and suction equipment, oxygen and other supplies and disposable goods in sufficient quantities and as required by State of New York and Hudson Valley Regional Emergency Medical Services Council.

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5. All ambulances used in the City of Newburgh will have operational Automatic Vehicle Locator and navigation devices with remote access provided to the Fire Chief and/or the Chief's designee, and Fire Department Dispatch, to allow access to real-time location data.

C. Dedicated Service within City Limits / Vehicle Location

1. Continue to maintain vehicles at the base station located at 69 Dickson Street, Newburgh, NY
2. Collaborate with the City and Newburgh Fire Department on the best posting locations within the four zone system utilized by the Fire Department.
3. Coordinate with Orange County and New York State EMS officials and other transport agencies and healthcare facilities to provide additional support and mutual aid with units not usually assigned to the City during catastrophe or other large-scale casualty events.
4. Use best efforts to provide mutual aid from all available resources during periods of increased call volume.

D. Personnel / Staffing

1. Contractor will employ staff in sufficient number and qualifications to satisfy applicable Federal, New York State, and Hudson Valley Regional Medical Advisory Council certifications, credentials and qualifications.
2. All personnel participating in the program will be routinely required to demonstrate a clear understanding of and proficiency in system operations, industry standard, state, and local protocol, and surrounding area geography.
3. All personnel operating within the City's system shall be fully trained and maintain all applicable certifications for providing emergency medical services and pre-hospital care.

E. Dispatch / Response / Radio Communications

1. Comply with response priorities determined by the Orange County Emergency Communications Center based on the dispatch codes approved by the Orange County EMS Medical Director.
2. Response Time Requirements applicable to the dedicated units:
 - a. For each response presumptively determined to be Priority 1 (Echo) or 2 (Delta) a unit will be on scene within 8 minutes and 59 seconds at 90% reliability for all assignments, in the City of Newburgh Fire Department Service Area. At no time shall the response time exceed 15 minutes for the remaining 10% of the calls.
 - b. For each response presumptively determined to be Priority 3 (Charlie) a unit will be on scene within 10 minutes 59 seconds at 90% reliability for all assignments, in the City of Newburgh Fire Department Service Area.
 - c. For each response presumptively determined to be Priority 4 (Alpha/Omega) a unit will be on scene within 14 minutes 59 seconds, at 90% reliability for all assignments, in the City of Newburgh Fire Department Service Area.

3. Response Time Methodology:

- a. Time Intervals: System response times are measured from the time the call is received by the Contractor until the first arriving transport capable unit or Paramedic first response unit is on scene.
- b. Emergency response times shall be measured from the time the Contractor is notified by CAD that its services are required at a particular location until unit arrival at the incident location by the contractor's first arriving transport capable unit or Paramedic first response unit. All data points must meet National EMS Information System (NEMSIS) standards. The time stamp that will be used is the time that the vehicle is assigned the marker referred to as "assigned" in the CAD system.
- c. Arrival at the incident location means the moment the first transport capable unit or paramedic first response unit is parked to allow the crew to exit to approach the patient. In situations where the transport capable unit or paramedic first response unit has responded to a location other than the scene (e.g., staging areas for hazardous materials or violent crimes in progress) arrival at scene shall be the time the transport capable unit or paramedic first response unit arrives at the designated staging location.
- d. In instances when the transport capable unit or paramedic first response unit fail to report "at scene," the time of the next communication with the ambulance shall be used as the "at scene" time. However, Contractor may appeal such instances when it can document the actual arrival time through another means (e.g., GPS data or MDT records).
- e. Ability to downgrade responses: Contractor may utilize a first-responding paramedic on scene with the patient to downgrade a response from Priority 1 or 2 to incur the BLS (Priority 4) performance requirement provided the patient does not require ALS services. For events in which the Fire Department co-responded and a Paramedic first response unit is the first-arriving Ambulance vehicle, the paramedic will assume primary patient care responsibilities. Under no circumstances shall a paramedic release care to the BLS first responding Fire Company. A fire company will not be unduly held on scene waiting for a transport unit. All instances are to be reviewed by the Contractor's Medical Director and will be made available to the Newburgh Fire Department Medical Director upon request.
- f. Contractor will also report the time "at patient" defined as the time when the EMS vendor begins assessing the patient or for multi-patient incidents, the initiation of patient triage.
- g. Contractor may cancel a call prior to arrival only in accordance with approved medical protocols and based on information received from first response units on scene or the OCECC. If an assignment is cancelled prior to arrival on the scene, Contractor's compliance will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.
- h. Contractor shall not be held accountable for emergency response time compliance for any assignment outside the limits of the City of Newburgh Fire Department response area.

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- i. Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving unit will be used to compute the response time for the incident.
 - j. Response Time Exceptions and Exception Requests: Contractor shall maintain the ability for backup capacity, to rapidly put into service reserve ambulance units during periods of high demands or temporary system overload. Any additional units outside of the 2 dedicated ambulances are not subject to the response time criteria.
 4. Responsible for the cost and maintenance of all Computer Aided Dispatch (CAD) and radio equipment
 5. Requests for emergency medical care shall be made directly to the agency using a nationally recognized EMDS.
 6. The Contractor's CAD system will be used to record dispatch information for all ambulance activities. The contractor's CAD time system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, shall be recorded electronically, and kept for a minimum of 180 days. The contractor's dispatch system shall connect to the OCECC CAD for recording response data. The Contractor shall be capable of providing the following to the OCECC:
 - a. Electronic data of every response.
 - b. Color-coded prioritization of deployment planning, display of calls received for responses pending, responses in progress, and status of ambulance resources available for service.
 - c. Continuous display of unit time in each response status.
 - d. Immediate recall on any current or previous response for inquiry by date, incident number, or location.
 - e. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation; and
 - f. The Contractor will be responsible for working with the OCECC to maintain continuous communication with dispatched assets.

F. Administration / Billing / Data / Reporting

1. Contractor will provide detailed and periodic reporting as follows:
 - a. Operational and Clinical Reporting Requirements: On or before the 10th day of each month, Contractor shall provide reports detailing its performance during the preceding month as it relates to clinical and operational performance as specified herein. The contractor will rely on CAD data in generating its response time reports. Reports will include citywide, and individual zone/priority data for response time analysis.
 - b. At a minimum, the following will be provided by the contractor in operational monthly reports:
 - i. Total responses (per incident, not number of units that responded)
 - ii. Total patients transported
 - iii. Total cancelled calls
 - iv. Total patient refusals
 - v. Distribution of responses by time of day and day of week

-
- vi. Response time summary for all responses, by priority, for all four zones
 - c. Clinical Performance reports shall be submitted every three months in a manner specified by the City's Medical Director but will not exceed the clinical care performance metrics identified by the Hudson Valley Regional EMS Council.
 - d. The contractor will institute and maintain an Electronic Patient Care Reporting (E-PCR) system.
 - e. Contractor will be responsible for training all personnel in the use of the E-PCR system.
 - f. Contractor shall ensure that the E-PCR system is compatible with regional and state reporting requirements and upload PCRs to the Greater Newburgh Regional Health Information Organization.
2. Records and access: Upon City request, Contractor will provide the City with access to records and documentation pertinent to the operational oversight which could include but may not be limited to the following:
- a. Training, orientation, and evaluation of personnel
 - b. Work schedules
 - c. Clinical and quality improvement issues
 - d. Certifications
 - e. Dispatch logs
 - f. Vehicle maintenance records
 - g. Vehicle accident investigation documentation
3. Contractor will be responsible for billing all patients for the ambulance services consistent with all Federal and New York State laws, rules, regulations, and procedures applicable to EMS billing.

**SCHEDULE “B”
FEES AND EXPENSES**

One (1) dedicated ALS Ambulance, 24 hours a day, 7 days a week, staffed with one NYSDOH Certified Paramedic Level Advanced Emergency Medical Technician and one NYSDOH Certified EMT Level Emergency Medical Technician (NYSEMT-B) and One (1) dedicated BLS Ambulance 24 hours a day, 7 days a week, staffed with two NYSDOH Certified EMT Level Emergency Medical Technicians (NYSEMT-B).

January 1, 2027 – December 31, 2027:	\$1,094,005.00
January 1, 2028 – December 31, 2028:	\$1,126,825.00
January 1, 2029 – December 31, 2029:	\$1,160,629.00

RESOLUTION NO.: _____ - 2026

OF

AUGUST 10, 2026

**A RESOLUTION NAMING THE INTERSECTION OF WILLIAM STREET
AND ANN STREET IN HONOR OF REVEREND SAUL S. WILLIAMS**

WHEREAS, Reverend Saul S. Williams, born and educated in Brooklyn, New York, relocated to the Hudson Valley (Newburgh) in 1973 after being called to be the Pastor of the Ebenezer Baptist Church, and in September 1976, he founded and organized the Baptist Temple Church located on Grand Street, which due to its fast-growing membership, the church purchased and relocated to 7 William Street in 1981; and

WHEREAS, it was at Baptist Temple that Reverend Williams' passion for ministry was more evident and where he made many sacrifices to build the type of church that was open and welcoming to all who sought a place for Christian nurturing, support and development and his early efforts and innovations have been modeled in numerous churches around the country in what has been characterized as urban ministry; and

WHEREAS, Reverend Williams viewed his ministry as global and never allowed the church to limit its outreach due to its size or age, and under his leadership, he hosted several state-wide Baptist conventions and often hosted nationally renowned clergy and prominent leaders at Baptist Temple Church, in addition to being active in national and state conventions serving as a lecturer, teacher and speaker at numerous conventions and meetings; and

WHEREAS, at the Reverend Williams "Celebration of His Life" service, family and friends from around the nation gathered to honor his memory with Proclamations from Newburgh Mayor Andrew Marino, Senator Hillary Clinton, and Congressman Maurice Hinchey and his colleagues described him as "a man of wisdom, a voice in this community, a minister's minister"; "he allowed and got us to think outside the box, he was a king and a prophet like his namesake Saul. He could talk to the president of the United States or the downtrodden and destitute. Never doubt his convictions"; and

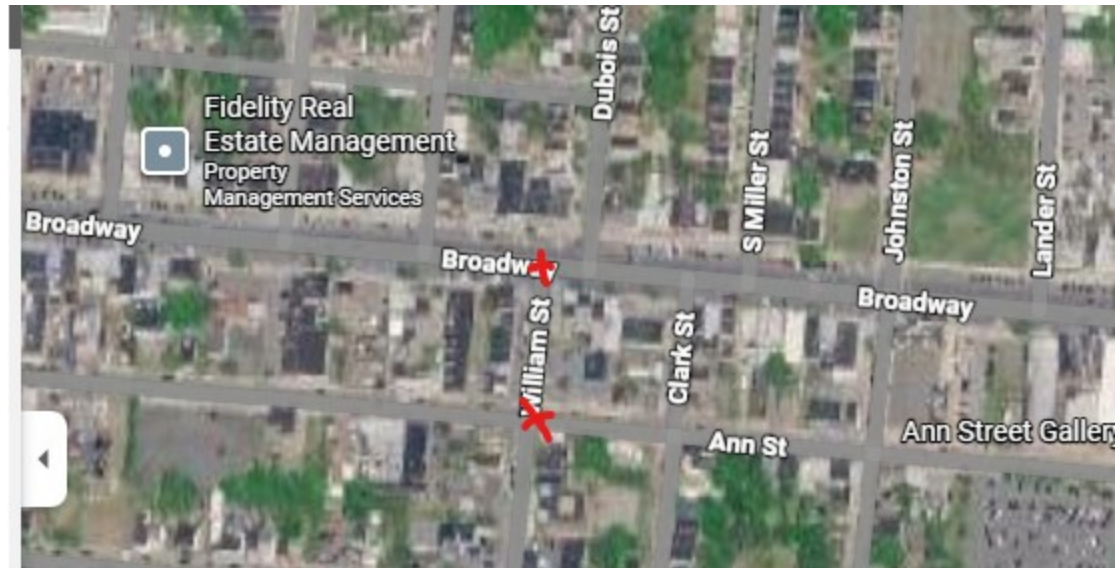
WHEREAS, Reverend Williams served as Chairman of the Commission on Human Rights for the City of Newburgh, President of Newburgh Affiliate National Black Leadership Commission on AIDS; credited as having organized the biggest "March Against Drugs" in the City of Newburgh; led the Ebenezer Baptist Church of Newburgh in paying off its mortgage; secured funding for the 120 unit senior citizen building Burton Towers in Newburgh; successfully led the effort to convince the Newburgh Enlarged School District to recognize Dr. Martin Luther King, Jr.'s birthday as an official district-wide holiday before it was designated as a national holiday; and served as a mentor to countless young people while encouraging them to attend college and higher education; and

WHEREAS, Reverend Williams's legacy is most visible in the numerous ministers and parishioners he has encouraged and assisted in the most practical and thoughtful of ways because he not only had a great love for church people, but he also demonstrated great love and compassion for people from all walks of life and throughout his ministry at Baptist Temple countless funeral services and community gatherings were held at Baptist Temple with no cost; and

WHEREAS, Reverend Williams endeavored to live as a walking example of his favorite saying that he introduced to the Baptist Temple Church and the motto associated with the church, "It's Just Nice To Be Nice";

NOW, THEREFORE, BE IT RESOLVED, in recognition of the contributions of Reverend Saul S. Williams to the City of Newburgh and Baptist Temple Church, that the intersection of William Street and Ann Street be dedicated in his honor and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated by and among Baptist Temple Church, the Williams family and the City of Newburgh; and that a copy of this resolution be forwarded to the family of Rev. Williams, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.



From: Harvey, Torrance
Sent: Monday, July 20, 2026 4:11 PM
To: Valentin, Maria; City Council; Kelson, Michelle; Morris, Jason; Wade, Chad
Subject: Street Naming Proposal

July 20, 2026

**The Honorable Torrance Harvey
Mayor, City of Newburgh, NY
City Council Members
83 Broadway
Newburgh, NY 12550**

SUBJECT: Request for Renaming Intersection of William Street and Ann Street to Saul S. Williams Blvd

Dear City Council & Mr. Morris.

I am writing to formally request the renaming of the segment of William Street and Ann Street to Broadway. I propose that this segment be renamed Saul S. Williams Blvd in honor of his significant impact as the organizer of the Baptist Temple Church and his community leadership in Newburgh. The Baptist Temple Church will be celebrating her 50th Church Anniversary in September 27, 2026 and as a living memorial to the visionary leadership of the late Reverend Saul S. Williams we would like to make this request. He was a true visionary and social reformer who inspired and mentored many persons to become leaders in this community and throughout the nation.

Attached to this letter is a biography of Reverend Saul S. Williams. Also included is a map detailing the specific segment that is proposed to be renamed.

I understand that if this request is approved that the Baptist Temple Church may be responsible for the cost associated with the new street sign.

Sincerely

Mayor Torrance Harvey

Attachments: Biography Rev. Saul S. Williams; Map of location requested

Biography – Rev. Dr. Saul S. Williams

Reverend Saul S. Williams was born and educated in Brooklyn, NY. He relocated to the Hudson Valley (Newburgh) in 1973 after being called to be the Pastor of the Ebenezer Baptist Church. In September 1976 he founded and organized the Baptist Temple Church located on Grand Street. Due to the fast growing membership the church purchased and relocated to 7 William Street in 1981.

Over the years the church has been active in establishing many innovative programs and ministries. It was at Baptist Temple that Rev. Williams' passion for ministry was more evident. Pastor Williams made many sacrifices to build the type of church that was open and welcoming to all who sought a place for Christian nurturing, support and development. His early efforts and innovations have been modeled in numerous churches around the country in what has been characterized as urban ministry. He viewed his ministry as global and never allowed the church to limit its outreach due to its size or age. Under Pastor Williams' leadership he hosted several state wide Baptist conventions and often hosted nationally renowned clergy and prominent leaders here at Baptist Temple. Reverend Williams was also active in national and state conventions serving as a lecturer, teacher and speaker at numerous conventions and meetings.

At Rev. Williams' "Celebration of His Life" service, family and friends from around the nation gathered to honor his memory. Proclamations came from Newburgh Mayor Andrew Marino, Senator Hillary Clinton, and Congressman Maurice Hinchey. Colleagues described him as "He was a man of wisdom, a voice in this community, a minister's minister"; "he allowed and got us to think outside the box, he was a king and a prophet like his namesake Saul. He could talk to the president of the United States or the downtrodden and destitute. Never doubt his convictions."

Reverend Williams served as Chairman of the Commission on Human Rights for the City of Newburgh, President of Newburgh Affiliate National Black Leadership Commission on AIDS; credited as having organized the biggest "March Against Drugs" in the City of Newburgh; led the Ebenezer Baptist Church of Newburgh in paying off its mortgage; secured funding for the 120 unit senior citizen building Burton Towers in Newburgh and successfully led the effort to convince the Newburgh Enlarged School District to recognize Dr. Martin Luther King, Jr.'s birthday as an official district-wide holiday before it was designated as a national holiday. In addition, Rev Williams mentor countless young people while encouraging them to attend college and higher education.

Biography – Rev. Dr. Saul S. Williams (Cont'd)

Reverend Williams's legacy is most visible in the numerous ministers and parishioners he has encouraged and assisted in the most practical and thoughtful of ways. He not only had a great love for church people, but he also demonstrated great love and compassion for people from all walks of life. Throughout his ministry here at Baptist Temple countless funeral services and community gatherings were held at Baptist Temple with no cost. He endeavored to live as a walking example of his favorite saying that he introduced to the Baptist Temple church and the motto associated with the church, "It's Just Nice To Be Nice".

The Commission shall be comprised of 9 members, designated and appointed as follows:

1. The Mayor and each Council Member shall appoint one (1) Commission Member for a total of seven (7) Commission Members.
2. The City Council, by resolution, shall appoint two (2) Commission Members.
3. The Mayor and each Council Member shall appoint one Alternate Member for a total of seven (7) Alternate Commission Members.

Applicants seeking initial appointment

Efrain Acosta
Shelby Aho
Bradley Augustin

Andres Benites
Mark Berlingeri
Caitlan Bose
Mark C. Carnes
Carson Carter
Steven Ciancanelli
Eileen Corrales
John Delk
Paul Ellis
Jo Epstein
Kamar Everett
Peter Frase
Keesha Gaskins-Nathan
Allison Gaughan
Gaylord Geter
Dennis Grant
Jonathan Hamilt
Henry Heintzman
Naomi Hersson-Ringskog
Carla Johnson

David Kiss
Dr. Debra R. Lamb
Malachy Labrie-Cleary
Pastor Rosie Lawal
Michael Lebron
Andrew Lemon
Julie Lindell
Christopher Manzione
Christopher Marchesano
Kathleen Marold
AL Mizrahi
Gregory Nato
Jorge Ortiz III
Doria Paci
Yaniyah Pearson
Charles Robison
Jules Ridgeway
Norine Schmidt
Stephanie Seal
Cassie Sklarz
Sue Sullivan
L. Simone Washington
Enine Williams
Davis Winslow

LOCAL LAW NO.: A - 2026

OF

MAY 26, 2026

A LOCAL LAW OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ESTABLISHING A CHARTER REVIEW COMMISSION

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law of the City Council of the City of Newburgh Establishing a Charter Review Commission".

SECTION 2 - CHARTER REVIEW COMMISSION ESTABLISHED

§ 1. Establishment.

The City Council of the City of Newburgh hereby establishes a Charter Review Commission to draft a new or revised City Charter for the City of Newburgh.

§ 2. Membership; selection; qualifications; term of office.

A. The Commission shall be comprised of 9 members, designated and appointed as follows:

1. The Mayor and each Council Member shall appoint one (1) Commission Member for a total of seven (7) Commission Members.
2. The City Council, by resolution, shall appoint two (2) Commission Members.
3. The Mayor and each Council Member shall appoint one Alternate Member for a total of seven (7) Alternate Commission Members.

B. There must be one resident of each ward appointed as a Commission Member.

C. Applications for appointment to the Commission will be solicited through the City of Newburgh Board and Commission Appointment Policy and Procedure. The advertisement for applications will be issued within 14 days of the effective date of this local law. The period for submitting applications will be open for 30 days.

D. All appointments shall be made at the next Council meeting cycle after the last day for submission of applications as provided in the advertisement. Vacancies in the Commission Members appointed by the Mayor and Council Members shall be filled by the corresponding

Alternate Members appointed by the Mayor and Council Members. If no Alternate Member is eligible to fill a vacancy then the vacancy shall be filled by in the same manner as the original appointment. The Alternate Members shall serve only in the event that a permanent vacancy occurs.

- E. The appointment of Commission members is intended to be nonpartisan.
- F. Residency within the City of Newburgh is required to be eligible for appointment to the Commission.
- G. No person shall be disqualified to serve as a member, employee or consultant of the Commission by reason of holding any other public office or employment, nor shall the person forfeit any such office or employment by reason of appointment to the Commission notwithstanding the provisions of any general, special or local law, ordinance or City charter.
- H. The terms of office of the Commission members expire on the day of the election at which the proposed new or revised charter prepared by the Commission is submitted to the qualified electors of the City of Newburgh or on the day of the second general election following the date of the effective date of this local law if no such questions have been submitted by that time.

§ 3. Powers and duties.

- A. The Commission shall have all the powers and duties set forth in Section 36 of the New York State Municipal Home Rule Law.
- B. The Commission shall review the entire charter of the City and prepare a draft of a proposed new or revised charter of the City. The Commission may decide to make no changes to the charter. If the Commission decides to make no changes, it shall prepare and provide a report to the public explaining its determination. The Commission may decide to leave a part of the existing charter unchanged, and it may propose in one or more amendments, a revision of the remaining part. If the Commission proposes one or more amendments, it shall prepare and provide to the public a report, accompanying its proposals, in which it explains its decision to leave such part unchanged and the rationale for the proposed amendments.
- C. Such new charter or amendments shall be completed and filed in the office of the City Clerk no later than the second general election after the Commission is created and organized.
- D. The Commission shall provide for the publication or other publicity of the proposed charter or amendments as it may deem proper, and for the submission thereof to the electors of the City at a general or special election held not earlier than 60 days after the filing thereof in the office of the City Clerk and not later than the next general election which does not occur within the said 60 days, provided, however, that if such general election occurs within 90 days after said filing, the proposed charter or amendments shall be submitted at such general

election. At such election, if a proposed new charter or significantly revised charter is submitted as a single proposal, there shall be submitted to the qualified electors of the City the question: "Shall the revised City Charter proposed by the City Charter Commission be adopted?" The Commission may submit its proposed or revised charter in 2 or more parts and arranged so that corresponding parts of the existing charter shall remain in effect if one or more of such parts are not adopted and also may submit separate amendments or alternative provisions to supersede designated portions of a proposed charter or amendment if adopted. In such case the Commission shall prescribe the form of the questions to be submitted, which shall be such as clearly to indicate the effect of their approval.

- E. No provision for the election of any elective officers by any system of proportional representation shall become effective under the provisions of this section unless a definite question with respect to the adoption of such system for the election of such officers shall have been submitted as a separate question and separately approved at the same election by the affirmative vote of a majority of the qualified electors voting thereon.
- F. If any question submitted by the Commission receives the affirmative vote of a majority of the qualified electors of the city voting thereon, the proposal submitted thereby shall take effect as specified therein and the new charter or the amendment or amendments to the existing charter as so proposed shall become operative as prescribed therein; except that if there be a conflict between the provisions of two or more proposals approved by the electors at the same election, the proposal receiving the largest number of affirmative votes shall prevail to the extent of such conflict.
- G. At any election at which any question or questions shall be submitted to the qualified electors of the City by the Commission pursuant to this section or within sixty days thereafter, no other question or questions shall be submitted to or voted upon by such electors pursuant to any local law, ordinance, resolution or petition if such commission was created pursuant to subsection 4 of the New York State Municipal Home Rule Law, and no such other question or questions shall be submitted except by another charter commission if such commission was created otherwise, if such other question or questions involve or relate directly or indirectly to the adoption of a new city charter, the amendment of a city charter, charter revision, the establishment of a commission to draft a new or revised city charter, or the functions, powers or duties of any elective officer of the city, except as provided in paragraph 6 of subsection 5(g) of the New York State Municipal Home Rule Law.
- H. While the Commission is in existence under the provisions of this local law, the local legislative body shall not submit to the electors any of the questions specified in subsection 5(e) of the New York State Municipal Home Rule Law except at a general election.
- I. If a proposed local law submitted pursuant to section 37 of the New York State Municipal Home Rule Law would under the provisions of such section be submitted at a general election at which a question or questions submitted by a charter commission are to be voted on, such local law shall not be submitted at such election but shall be submitted at the general

election in the year following regardless of other questions which may be voted on at the latter election and notwithstanding any inconsistent provision of this title.

§ 4. Procedures; appropriations; rules and regulations.

- A. The Commission may designate its chairperson and vice-chairperson from among its members. The chairperson shall preside over all meetings and hearings. In the absence of the chairperson, the vice-chairperson shall act in their stead. In the absence of both the chairperson and vice-chairperson, a majority of members present shall select a chairperson pro tempore to preside over the meeting.
- B. The Commission shall adopt rules and procedures governing its meetings and keep accurate records of its meetings and activities.
- C. Commission meetings shall be held in accordance with applicable provisions of New York State Law.
- D. The Commission shall conduct at least one public hearing. All public hearings shall be held at such time and place within the City of Newburgh as the Commission shall deem necessary.
- E. The Commission shall have the power to conduct private hearings, take testimony, subpoena witnesses and require the production of books, papers and records.
- F. Members of the Commission shall receive no compensation for the services but shall be reimbursed for the actual and necessary expenses incurred by them in the performance of their duties.
- G. The Commission may appoint and remove employees and consultants and fix their compensation and may accept any services, facilities or funds and use or expend the same for its purposes. The Commission may request that the City Manager direct any board, body, officer, or employee of the City to cooperate with, assist, advise, provide facilities, materials or date and render services to the Commission.
- H. The Commission may request that the appropriate City officials make appropriations for its expenses incurred in the course of its operations. In the event that the appropriating body or officials do not take affirmative action to appropriate funds for such expenses within 45 days of the Commission's request, the Mayor of the City shall have the power to authorize, by certificate filed with the fiscal officer(s) of the City, the Commission to incur expenses within the amounts requested, which shall be paid by the appropriate officials of the City.

SECTION 3 - SEVERABILITY

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

SECTION 4 - VALIDITY

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

SECTION 5 - EFFECTIVE DATE

This Local Law shall be effective after the filing in the Office of the New York State Secretary in accordance with the provisions of New York State Municipal Home Rule Law.

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 May 26, 2026 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 26th day of May 2026

Katrina Cotten
City Clerk